

## TERMS AND CONDITIONS

### 1. Company Information

Robinson Residential Sales and Lettings Ltd is a limited company trading under the name Robinson Estate Agents, Company Registration No. 8649965. The directors are Edward Robinson BSc (Hons) MRICS and Helen Robinson MARLA.

We are members of the dispute and compensation scheme operated by The Property Redress Scheme (PRS) ([www.theprs.co.uk](http://www.theprs.co.uk))

We are members of the Royal Institution of Chartered Surveyors (RICS), ARLA Propertymark and NAEA Propertymark, and subscribe to the codes of conduct of those organisations.

As members of RICS we are part of their Client Money Protection Scheme ([www.rics.org/uk/upholding-professional-standards/regulation/firm-regulation/client-money/cmp-scheme](http://www.rics.org/uk/upholding-professional-standards/regulation/firm-regulation/client-money/cmp-scheme))

### 2. General Data Protection Regulation (GDPR) 2016

In order to comply with the General Data Protection Regulation 2016, we shall make every effort to keep personal details safe and secure. It may be necessary to share such information with trusted third parties such as the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collector companies etc. We will not divulge any personal contact details to any third party organisation for marketing purposes without prior approval unless this is necessary to comply with statutory obligations.

### 3. Robinson Residential Sales and Lettings Ltd provide three service categories:

#### Let Only

We will:

- Value and market the property at an agreed rental value
- Provide guidance on compliance, statutory provisions and letting consents
- Advise on refurbishments as required
- Take details, photographs and a floorplan of the property
- Arrange Energy Performance Certificate (EPC) prior to marketing\*
- Co-ordinated marketing of the property to include main property portals, our own website and occasional local newspaper advertising
- Erect a prominent To Let board where appropriate/possible
- Accompany prospective tenants on viewings and feedback to landlord as agreed
- Negotiate with tenant and landlord to agree terms of lease
- Confirm suitability of tenant with landlord prior to referencing
- Instruct a third party referencing agency to take up references to include employment, credit search, previous residential history, identification\*
- Require landlord's approval of references
- Draw up an Assured Shorthold Tenancy Agreement (AST)\*
- Arrange for an inventory and schedule of condition to be made up by a third party independent inventory company\*

- Collect the first month's rent and deposit prior to commencement of the tenancy
- Arrange for the Check In of the tenant(s)\*
- Register the deposit with and pay into the Tenancy Deposit Scheme (TDS) if required
- Account to the landlord upon receipt of written bank details less our agreed let fee and any contractor fees

### **Letting and Rent Collection**

As Let Only plus:

- Collection of the rental income and remitting proceeds to the landlord within 14 days of receipt, via the BACS facility
- Submit monthly statement of account
- Chase late rent payments
- Serve notices on tenants where required\*
- Annual Rent Review and rent negotiation\*

### **Full Management**

As Letting and Rent Collection plus:

- Arrange for Gas Safety Certificate, Electrical Installation Condition report (EICR), PAT testing, smoke alarm installation/testing, carbon monoxide alarm installation/testing and Legionnaires Risk Assessment if required\*
- Pre-tenancy inspection and report
- Routine inspections of the property with a written report provided at least every 6 months
- Liaise with tenants on any issues regarding the property
- Report any defects which come to our notice or are reported by the Tenant
- Hold keys for the property
- Attend to day-to-day maintenance including minor repairs at the expense of the Landlord (charged at the contractor's cost). Minor works valued under £200, or where to avoid incurring a further contractor charge, works will automatically be approved without quotes or authorisation from the Landlord
- Obtain estimates for works or repairs valued over £200 and arrange for work to be undertaken subject to Landlord's' instructions
- Arrange tradesmen as instructed by the landlord and oversee works accordingly\* (work valued over £750 will attract an admin fee of 10% of the contractor's charge)
- Remit to contractors for works carried out on the property from rent received (unless otherwise agreed £250 balance is retained on the Landlord's account for emergency purposes)
- Account to Landlord on a regular basis – Monies due will be paid via the BACS facility where possible within 14 days of receipt
- Annual Statement
- Quarterly newsletter
- Assist in ensuring your property complies with current regulations\*
- Arrange routine cleaning and repairs at lease end subject to Landlord's instructions\*
- Arrange Check Out inspections and report at the end of the tenancy\*
- Liaise with utility companies and local council to establish final bills and cost to Landlords\*
- Deposit negotiations\*

\*Additional costs may apply for these items.

Rent received is held in our dedicated Client Account. Any interest received on this account will be retained by Robinson Residential Sales and Lettings Ltd.

## **4. Regulations**

- You must notify us if the property is currently mortgaged and please be aware you must notify your mortgage company of your intention to let this property.
- Inform us if there are any special terms which the tenant must adhere to.

- Where a property is Leasehold, consent must be obtained from the Freeholder and inform us if there are any special terms which the tenants must adhere to and provide a copy of the Head Lease if in existence.
- You must obtain Buildings Insurance on the property.
- Contents Insurance should also be maintained for all items included on the inventory (eg carpets, curtains, white goods). This should also include Public Liability cover.
- Certificate of Insurance must be sent to our offices upon renewal each year.
- You must notify your insurance company of your intention to let the property. If the property is vacant between tenancies and you require additional inspections to satisfy your insurance obligation, we reserve the right to charge these inspections as an additional cost.
- You will be liable for tax on income arising from letting your premises, you should seek advice from your accountant or the HMRC website. You should keep copy invoices and statements for 6 years. You should be aware that from time to time we are asked to provide information to HMRC about the rents we collect on behalf of landlords.
- Landlords who are not resident in the UK must obtain an approval number from HMRC, without which we are required to deduct tax at the prevailing rate. \* We reserve the right to recover any Non Resident Landlord Tax, fees or interest charged by HMRC from the landlord. \*
- It is the Landlord's responsibility to take all steps to ensure that actions are taken to protect your interests including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all action or other legal proceedings and arbitrations which may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.
- All upholstered furniture in the property must comply with the requirements of The Furniture and Furnishings (Fire)(Safety) Regulations 1993. It is a criminal offence to let Premises with non-compliant furniture; therefore we will remove any item that does not have a fire label attached to it, with any costs incurred payable by the Landlord.
- You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, we therefore require all managed properties to have regular Portable Appliance Test (PAT) Certificates.
- If there is gas at the property you must have an annual Gas Safety Certificate for any gas appliances. It is a criminal offence to let a property with gas appliances, installation or pipe-work that have not been checked by a Gas Safe Registered engineer.
- All let properties require a current Electrical Installation Condition Report (EICR). Certificates are usually valid for 5 years and remedial work must have a corresponding safety certificate issued.
- Smoke alarms – new premises built since June 1992 must have mains fitted smoke alarms with battery backup. All properties require a smoke alarm fitted to each floor of living space.
- Carbon monoxide (CO) alarms are required to be fitted in any room where there is a fixed combustion appliance (excluding cookers). These are to be tested on the first day of the tenancy.
- Legionnaires Risk Assessments must be carried out by a competent person and we require all let properties to have a check conducted before the commencement of a tenancy.
- All Let properties must have a current EPC with a minimum rating of E.
- For Managed properties, we will automatically arrange for the above inspections to be conducted through our approved contactors unless notified otherwise. The cost for these will be charged to the Landlord.

- The deposit will be paid to and registered with the Tenancy Deposit Scheme (TDS) unless otherwise agreed.
- You are responsible for the cost of Council Tax and utilities whilst a property is untenanted. Should you wish us to act on your behalf, those companies will require written authorisation from you.
- It is agreed that a representative of Robinson Estate Agents may sign the Tenancy Agreement/s, documents and notices on your behalf.
- You agree to indemnify us against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on your behalf in pursuit of our normal duties.

Disclaimer – wherever possible we will inform you of any changes to your responsibilities as a Landlord to ensure full compliance with current statutes, however we will not be liable for any non-compliance on the Landlord's part.

## 5. Fees

Full Management	– 16.8% (14% +VAT) of agreed monthly rent, payable monthly in advance (minimum fee of £120 pcm)
Rent Collection	– 12% (10% +VAT) of agreed monthly rent, payable monthly in advance (minimum fee of £90 pcm)
Let Only	– 9.6% (8% +VAT) of the agreed term

Additional charges apply as per the table below.

Our fees will be charged for all tenants introduced by us to a property, and in the following circumstances:

- A Tenant initially viewed the property through Robinson but actually completed the tenancy through another agent or direct with the Landlord – please be careful when instructing additional agents as you may be liable for double fees
- We are instructed on a sole agency basis but another agent introduces a Tenant to the property and forms a binding contract for occupation
- The Management or Rent Collection service has been terminated prior to the end of the fixed term

We do not charge our monthly fees whilst a property is untenanted, although administration charges, contractor charges and associated major works charges will still apply. In the case of Let Only properties, fees will still remain payable for the introduction of the Tenant during our agency period, on whatever basis we are engaged.

## Additional Charges

LANDLORD FEES	Inclusive of VAT
Set-up Fee (per new tenancy, referencing and checks up to two tenants included)	The equivalent of 2 weeks rent
Additional References	£48
Guarantor Fee (covering credit referencing and preparing a Deed of Guarantee)	£60
Permitted Occupier Fee	£48
Landlord Withdrawal Fee (before move-in, to cover the costs associated with marketing, advertising and tenancy set-up)	£300
Key Cutting	£24 (plus the cost of the key cutting)
EPC	£120
Inventory	From £85 depending on the size of the property. Charged at contractor's cost.
Check In and Check Out	£80 - £195 depending on size of property. Charged at contractor's cost
Preparation of renewal of Tenancy Agreement (includes rent review, contract negotiation, drawing up of tenancy agreement, arranging for signing of agreement)	£150
Preparation of documents for moving to a periodic tenancy	£105
Rent Review for periodic tenancies. Additional charges may apply if preparation and serving of notices is required.	£105
Fee for overseeing works valued over £750	10% of contractor's charge
Additional Visits to property as requested by the landlord	£60
Interim Inspection and report for Let only and Rent Collection properties	£120
Arrange Safety Inspection or EPC for Let only and Rent Collection properties (per contractor)	£30
Duplicate Statements (per statement)	£12
Annual Statement for Let only and Rent Collection properties	£12
Processing Fee (including early rent processing)	£24
Right to rent rechecks	£96
End of Tenancy Management for Let only and Rent Collection properties (not including dispute resolution)	£300 (Fee only – this does not include the possible cost of contractors/outstanding utility bills etc)
Submission of non-resident Landlords receipts to HMRC if instructed by landlord	£60/quarter
Fee for overseeing work conducted between tenancies (including refurbishments) and work conducted for Let only and Rent Collection properties	10% of contractor's charge with a minimum fee of £30 (£25+VAT)
Fee for drawing up and submitting Notices (including but not limited to Sec 8 and Sec 21 Housing Act 1988 and Sec 47 and 48 Landlord and Tenant Act 1987)	£120
Any work conducted towards Dispute Resolution, Tribunals or Court Cases or any other matter outside the routine management of the property (including and not limited to deposits, insurance claims, evictions and tribunals)	£45/hr
Court and Tribunal Attendance	£120/hr

TENANT FEES	Inclusive of VAT
Security Deposit (per tenancy, rent under £50,000pa)	<b>Five weeks' rent.</b> This covers damages or defaults on the part of the tenant during the tenancy.
Security Deposit (per tenancy, rent over £50,000pa)	<b>Six weeks' rent.</b> This covers damages or defaults on the part of the tenant during the tenancy.
Unpaid rent	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears. We reserve the right to charge £15/hr for work carried out under exceptional circumstances.
Lost key(s) or other Security Device(s)	Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant.
Variation of Contract (Tenant's request)	<b>£50 (inc. VAT) per request for variation.</b> To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
Change of Sharer (Tenant's request)	<b>£50 (inc. VAT) per request for replacement tenant or any reasonable costs incurred if higher.</b> To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
Early Termination (Tenant's request)	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. The rent referred to in the previous sentence shall be no more than the maximum amount outstanding on the Tenancy at the time of the start of the replacement Tenancy. The Tenant(s) will be required to vacate the Property five working days before the start of the replacement Tenancy. The Tenant will be responsible for all costs as per the Tenancy Agreement until the start date of this new Tenancy.
Damage to the property, fixtures and fittings, or for missing items	The tenant is liable for the cost to the landlord
Missed contractor appointment	The tenant is liable for the cost to the landlord

TENANT FEES (where the tenant is a Company)	Inclusive of VAT
Security Deposit	<b>Six weeks' rent.</b> This covers damages or defaults on the part of the tenant during the tenancy.
Set Up Fee (per new tenancy, referencing and checks up to two tenants included)	Equivalent of 2 weeks rent
Additional References	£48
Guarantor Fee (covering credit referencing and preparing a Deed of Guarantee)	£48
Permitted Occupier Fee	£48
Check In	From £80 depending on size of property. Charged at contractor's cost
Renewal Fee	£105 to be paid by Tenant £105 to be paid by Landlord
Preparation of documents for moving to a periodic tenancy	£75 to be paid by Tenant £75 to be paid by Landlord
Unpaid rent	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears. We reserve the right to charge £15/hr for work carried out under exceptional circumstances.
Variation of Contract/Change of Sharer	£144
Lost key(s) or other Security Device(s)	£24 (plus the cost of the key cutting)
Additional Visits to property as requested by the company tenant	£60
Right to rent re-checks	£96
Early Termination (Tenant's request)	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. The rent referred to in the previous sentence shall be no more than the maximum amount outstanding on the Tenancy at the time of the start of the replacement Tenancy.
Damage to the property, fixtures and fittings, or for missing items	The tenant is liable for the cost to the landlord
Missed contractor appointment	The tenant is liable for the cost to the landlord.

## 6. Basis of Appointment

The above fees are for Sole Agency. Should another agent be instructed without notice to Robinson Residential Sales and Lettings Ltd, a 2% fee will be added to our fees outlined in Paragraph 5.

## 7. Assignment

We reserve the right to assign our rights and or obligations under this agreement upon giving you three months' written notice.

## 8. Dispute, Rent Arrears, Serving of Notices, Additional Services

In the above circumstances, we reserve the right to charge an administration fee for the drafting of Notices at the rate of £120. For additional work over and above the day-to-day management of a property we will charge a fee at the rate of £45 per hour. This includes but is not limited to delivering Notices or any dispute resolution including those arising from deposits. We reserve the right to charge a fee of £120 per hour for attending Court on your behalf.

## 9. Termination

Either party has the right to terminate this Agreement in writing:

- a) Upon the Tenants' vacation of the premises;
- b) If we break any important term or condition of this Agreement during the term of occupancy where 30 days written notice of the breach has been given and the breach has not been remedied;
- c) If you are in major breach of any of the terms in this agreement or if you do something which makes it impossible, impractical or illegal for us to continue to perform our obligations under this Agreement;
- d) If you ask us to carry out an unlawful instruction;
- e) Either party carries out or suggests that the other carries out any form of unlawful discrimination.

Should you wish to terminate without one of the above reasons, then you must do so in writing stating the date you wish us to cease acting on your behalf however you will remain liable for the agency fee beyond the termination date for the remainder of the occupied period (capped at 6 months).

To change the level of our service from Full Management to Rent Collection services, we require 3 months' notice. Please also note that Let Only fees (see above) will still remain payable for the introduction of the Tenant during our agency period, on whatever basis we are engaged.

## 10. Cooling Off Period (14 days)

Notwithstanding the provisions of Section 9 above, you have the right to cancel your instruction with us within 14 days of signing the contract. You must cancel in writing and agree to pay the withdrawal fee of £300 as well as any contractor costs that may have been incurred by us in carrying out our duties before the cancellation of the contract.

## 11. Sale of Property

If the Tenant purchases the property from the Landlord, a fee of 1% plus VAT of the purchase price will become due and be payable by the Landlord to Robinson Residential Sales and Lettings Ltd. Should the Landlord dispose of the Property to a third party and the Tenant introduced by Robinson Residential Sales and Lettings Ltd remains at the property please note that you will be responsible for our fees throughout the tenant's occupancy.

**Robinson Residential Sales and Lettings Ltd reserves the right to update these Terms and Conditions without prior notice.**

### CLIENT MONEY PROTECTION



[www.rics.org/uk/upholding-professional-standards/regulation/firm-regulation/client-money/cmp-scheme/](http://www.rics.org/uk/upholding-professional-standards/regulation/firm-regulation/client-money/cmp-scheme/)

### INDEPENDENT REDRESS



[www.theprs.co.uk](http://www.theprs.co.uk)

### DEPOSIT SCHEME



<https://www.tenancydepositscheme.com>

### PROFESSIONAL MEMBERSHIP



[www.arla.co.uk](http://www.arla.co.uk)