



Management Terms of Business

# 1. Preparation of property and first tenancy

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## 1.1 Initial property inspection and marketing

- a) Easylets Ltd will carry out an inspection of your property and advise you of any works that are required to comply with the Repairing Standard (as defined by Chapter 4 of Part 1 of the Housing (Scotland) Act 2006).
- b) We will give advice and recommendations on what works are required or would be beneficial before marketing the property for let.
- c) We cannot market the property until it meets the Repairing Standard.
- d) We cannot market the property without a Landlord Registration Number and Energy Performance Certificate.
- e) We will create property particulars and market these on the Easylets Ltd website and on various other third-party websites currently Zoopla, On The Market, Letting Web, UniHomes (List may vary from time to time).
- f) Erection of a To-Let- Board where appropriate.
- g) Arrange accompanied viewings to show the property to prospective tenants.

## 1.2 Tenant referencing

- a) We will carry out initial checks on the suitability of a prospective tenant by obtaining copies of 3 months bank statements where possible and carrying out a landlord and/or employer reference as applicable.
- b) If requested we will provide you with all applications from prospective tenants.
- c) If requested we will carry out a credit check by a third party credit referencing agency at your expense. It is illegal to charge a tenant for credit checks and references.
- d) Please note the initial check is not a substitute for a credit check and we will not be liable to you if you suffer any loss as a result of your reliance on the initial tenant check. If the applicant is an existing tenant of Easylets Ltd the rent payment record and tenancy conduct history will serve as a reference.

## 1.3 Inventory

- a) Easylets Ltd will complete a standard inventory, as part of the full management service. We can arrange for a detailed inventory of your property to be carried out by an independent professional inventory provider, the cost will be charged to you.
- b) The inventory will record the condition of your property and the fixtures, fittings and any contents belonging to you. Attics, cellars, locked rooms, garages and outhouses will not be included.
- c) If you opt not to have a professional inventory carried out, in the event of a dispute at the end of a tenancy, it may be difficult to claim compensation from the tenant's deposit. It is therefore, recommended that a professional inventory is carried out.

## 1.4 Tenancy agreement

- a) Easylets Ltd use a Private Residential Tenancy (PRT) agreement which is based on the Scottish Government's Model tenancy agreement. We will use our standard tenancy agreement for all tenancies entered into on your behalf.
- b) You agree that the tenancy agreement and any subsequent documentation relating to the tenancy will be entered into by us on your behalf.
- c) A copy of the PRT agreement will be held by Easylets Ltd and copies will be provided to you on request.
- d) At the start of the tenancy we will provide the tenant with all of the tenancy and property documentation required by statute.
- e) In the event the tenant is currently on a Short Assured Tenancy, it will continue on the terms and conditions of that contract or be replaced with a PRT if requested by the tenant.

## 1.5 Deposit

- a) Easylets Ltd will collect a deposit from the tenant before the start of the lease. In exceptional circumstances the landlord may opt not to take a deposit from the tenant. This will be recorded in the lease and must be confirmed in writing by the landlord. The deposit will normally be the equivalent of one months rent, unless an alternative amount is requested by you. It is illegal to require a deposit equivalent to more than two months rent.

- b) In accordance with the Housing (Scotland) Act 2006 and the Tenancy Deposit Schemes (Scotland) Regulations 2011 we will arrange the transfer of the deposit to a Government Approved deposit scheme.
- c) In the case of a Let Only, we will transfer the deposit to you, for you to transfer to the deposit scheme of your choice.
- d) The approved deposit scheme will hold the deposit until the end of the tenancy.
- e) At the end of a tenancy we will take reasonable steps to come to an agreement with the tenant about deposit repayment prior to applying for release of the deposit.
- f) We will apply for the release of the deposit to the tenant after deduction of amounts required to cover the cost of allowable dilapidations and any outstanding rent when the tenancy ends.
- g) If a deposit deduction agreement cannot be made with the tenant and we enter into dispute resolution, with the relevant Tenancy Deposit Scheme, fees will apply for Easylets Ltd deposit scheme adjudication submissions and negotiations.

## 2. Full management service

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### 2.1 Utilities and council tax

- a) Meter readings will be taken before entry and forwarded to the utility company. The Council Tax Office will be informed about the change of occupier.

### 2.2 Rent collection

- a) Rent will be collected monthly in advance from the tenant and the balance of the rent collected less commission and any outgoings will be paid by BACS transfer into a bank account of your choice on the 15<sup>th</sup> of the month or the next equivalent banking day. At this point, we will generate a statement and email this to you. No paper copies will be sent to you unless specifically requested, at cost to you.
- b) All monies held on your behalf will be held in Easylets Ltd Client Account, which is non- interest bearing and has no bank charges applied.
- c) Do not rely on rental income to maintain your bank account (in credit). We recommend that you maintain a credit balance of at least one month's rental income to allow for the possibility of late payment by the tenant or unforeseen expenditure.

- d) Our rental accounting procedures comply with the Code of Practice.

## 2.3 Routine visits

- a) We will visit your property and report periodically while a tenancy is in place.
- b) The visits we undertake are for the purpose of establishing the tenant's compliance with the tenancy agreement and are not detailed property inspections.
- c) Any issues identified during inspections will be brought to the attention of the tenant and the landlord.
- d) We are not entitled to access your property without giving proper notice to the tenant. If the tenant refuses access to your property, then we cannot use retained keys without a warrant.

## 2.4 Maintenance

- a) We will instruct routine maintenance work using our approved contractors up to a value of £120.00 (£100+VAT) per instruction without reference to you, unless you have requested prior notice of any instruction or you have agreed a lower limit of expenditure with us. In the event of an emergency we will be entitled to exceed this limit without prior notice.
- b) We will carry out repairs over this amount with your agreement by email. If a repair is likely to cost in excess of one month's rent, we will require you to lodge funds to our client account, prior to the works being instructed. This is to ensure that the contractor can be paid on satisfactory completion of the work.
- c) We do not obtain estimates for routine maintenance work. We use trusted tradesmen and they are reluctant to visit the property and provide estimates for low priced works and delays will occur. Easylets Ltd maintain an approved supplier list and will endeavour to ensure that good quality contractors are instructed to carry out routine repairs and that any defects noted in the workmanship are remedied. We are not responsible for the quality of the work carried out or for project managing any works.
- d) We will use our reasonable endeavours to advise you of any work required to your property within 2 working days of being informed of the requirement to carry out a repair. We will use our reasonable endeavours to instruct contractors within 2 working days of receiving a quote from an approved contractor, or if you require to approve a repair, then within 2 working days of receiving your instructions to proceed with a repair.

- e) In the case of emergencies, we will proceed with repairs as quickly as we can instruct an approved contractor.
- f) You agree that the costs of maintenance will be deducted from rents received or any float held on your behalf.
- g) If you wish to instruct your own contractors to carry out maintenance and repairs then all repairs must be completed in accordance with the Repairing Standard and we must be kept informed about progress and completion of the repairs. If you do not have any necessary repairs carried out within a reasonable time we reserve the right to instruct the repairs on your behalf at your cost.
- h) If there are service agreements/warranties/guarantees for your property and any fixtures or fittings within the property, please provide these to us. We will not take any responsibility for works carried out to your property, fixtures or fittings that are covered by service agreements/warranties/guarantees if we have not been provided with prior notice of these agreements. This includes any costs associated with the loss of warranty due to works.
- i) If you have service agreements/warranties/guarantees for your property you are responsible for complying with the providers booking requirements and access arrangements. Where Easylets Ltd appoint one of the service providers on your behalf there may be costs due to Easylets Ltd. You will be charged an hourly rate for this per the charges set out in the Full Management Service page for additional administration or organisation if the service provider does not adhere to Easylets Ltd maintenance procedure.  
E.g. A gas engineer who requires a member of Easylets Ltd staff to be present at the property while carrying out a maintenance call.
- j) If we do not hold sufficient funds to pay contractors and payment requires to be made before the receipt of the next rental payment, you will reimburse the payment to us within 5 working days of demand.
- k) We will not instruct communal repairs unless it is an emergency. If we organise communal repairs on your behalf and you request us to recover some of the cost from owners of properties not managed by Easylets Ltd there will be a 12% commission (10%+VAT) on any sums collected, subject to a minimum fee of £144.00 (£120.00+VAT).
- l) Easylets Ltd can undertake project management of more major works including full refurbishment of your property. A specification and budget will be agreed before work commences and a charge of 12% commission (10%+VAT) will be made of the

contractor cost. Stage payments may be required in order to settle contractor invoices timeously.

## 2.5 Routine tenancy matters

- a) Easylets Ltd will deal with all day to day enquiries, complaints and routine matters raised by you and the tenant during the period of any tenancy.

## 2.6 End of tenancy

- a) We will issue appropriate documentation to end the tenancy where instructed to do so by you.
- b) At the end of the tenancy we will arrange to have the inventory checked, Easylets Ltd will inform you about any charges that we propose to deduct from the deposit. An appropriate allowance must be made for wear and tear so you should not expect the tenant to be responsible for returning your property to the condition it was in at the start of the tenancy.
- c) We will agree any deductions from the deposit with the tenant where the tenant has breached the terms of tenancy, including damages, cleanliness and arrears.
- d) If a dispute arises with the tenant we will deal with any deposit scheme arbitration on your behalf, fees will apply, please see the Full Management Service page.
- e) You agree to pay any contractors' costs for dilapidations at the end of tenancy which we advise cannot be partially/fully deducted from the deposit.
- f) We may also request funds from you or deduct these from rents received to pay contractors on an interim basis until payment of any deductions from the deposit or where deductions are refused in any adjudication.
- g) Meter readings will be provided to the utility companies and the tenancy end date will be provided to the Council Tax Office.

## 2.7 Vacant properties

- a) Many insurance companies require vacant properties to be inspected on a regular basis. Easylets Ltd will always inspect your property between tenancies on move out and before tenants move in. If a property is vacant long-term and we have not been instructed to carry out works, Easylets Ltd can undertake to carry out routine inspections for an additional charge.

## 3. Landlord obligations

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### 3.1 Identification and ownership

- a) Easylets Ltd are required to establish your identity and your ownership of your property before it is marketed.
- b) We will ask you to provide us with primary and secondary identification such as your passport or driving license and a utility bill, which is no more than 3 months old. This applies to each owner.
- c) You are required to provide us with the owner's current postal address, email address and at least two contact telephone numbers.
- d) If you are acting as an attorney, then we will require sight of the power of attorney in your favour and the certificate of registration with the Public Guardian. We will also be required to carry out ID checks for you and the owner of the property.
- e) You should immediately inform Easylets Ltd if you transfer ownership of the property to another person or entity.

### 3.2 Consent to let

- a) If you have a mortgage or heritable creditor with securities over the property you should ensure that you obtain any necessary consent from your lender to the letting of your property. Easylets Ltd will not contact your lender.

### 3.3 Insurance

- a) You must hold buildings insurance for the property, the sum insured should be the full reinstatement value of the property.
- b) You must also have appropriate public liability cover.
- c) The insurer must be made aware of the let of your property.
- d) You may also wish to insure for loss of rent.
- e) It is your responsibility to notify Easylets Ltd of any conditions in your policy which are in conflict with the terms of our standard tenancy agreement. Easylets Ltd will assist with arranging access for your loss adjuster and tradesmen but will not handle any claim.



### 3.4 Preparing your property

- a) All personal items, objects of high monetary or sentimental value should be removed,
- b) Your property and garden should be presented in a clean and tidy condition.
- c) All white goods, appliances, heating and water systems should be in good working order and compliant per fire safety regulations evidenced by current Portable Appliance Test Certificates and all chimneys recently swept.
- d) You are responsible for providing all manuals and instruction books that a tenant will require to operate for all appliances and equipment in the property.
- e) You must provide Easylets Ltd with the appropriate sets of keys, window keys, alarm codes and the manuals for any central heating system, alarm systems, appliances and machines in the property.
- f) You are responsible for the payment of any alarm maintenance contracts.
- g) You must ensure that all furniture and furnishings in the Property comply with all relevant regulations, including but not restricted to the Furniture and Furnishings (Fire) (Safety) Regulations 1998.

### 3.5 Landlord registration

- a) If you have not already registered as a private landlord with your local authority then you need to register and provide us with your Landlord Registration number before your property is marketed. You can register online at the following address: [www.landlordregistrationscotland.gov.uk](http://www.landlordregistrationscotland.gov.uk).
- b) Your landlord registration name must match the person(s)/company noted as the property owner in your property title deeds. If the property has multiple owners, then each must be registered as a landlord.
- c) You must maintain your registration throughout the period of our agreement with you.
- d) Easylets Ltd Agency Registration number is LARN1905021

### 3.6 Houses in multiple occupation

- a) You must ensure that where the let property is to be used as a House in Multiple Occupation (HMO) an HMO license has been or will be obtained. You must carry out

all necessary works requested by relevant licensing authority to enable the license to be granted, maintained and renewed during the period of this Agreement.

- b) If your property already holds an HMO licence, a variation application will need to be submitted to the local authority (with the associated licence fee due to the local authority) to notify them of the change of your management agent.
- c) You must provide a copy of the current HMO license and conditions to Easylets Ltd.
- d) If you wish us to apply for a new HMO license, apply for a variation to your HMO licence or renew an existing HMO license on your behalf, you agree to pay Easylets Ltd the administration fees and the associated license fee to the local authority. Licenses are renewable every three years and fees vary from time to time. These will be agreed with you in writing before any applications are submitted.

### 3.7 Gas safety

- a) You must ensure that all gas appliances and attached flues are checked by a Gas Safe registered gas engineer and that they comply with the Gas Safety (Installation and Use) Regulations 1996 before your property is let and annually thereafter. Easylets Ltd will arrange this on your behalf unless you notify us in writing that you are taking responsibility for it.
- b) If you arrange the gas safety check, we require a copy of the certificate before your property is let and will be required to provide this to each tenant.
- c) If you have an arrangement with a service/warranty provider to carry out an annual gas safety check we will require a copy of each gas safety certificate within 2 weeks of the annual inspection. If the certificate is not provided within this timescale then Easylets Ltd may instruct a further landlord safety check to be carried out and deduct the cost from rents received.

### 3.8 Electrical safety

- a) Portable electrical appliances must be tested before the commencement of the tenancy and then annually by a qualified person. We can undertake this or arrange a test on your behalf. If you arrange the Portable Appliance Test (PAT) Easylets Ltd require a copy of the certificate before your property is let.
- b) If your property is more than 5 years old, an Electrical Installation Condition Report (EICR) must be obtained from a qualified electrician and any recommended works carried out before the property is let. Easylets Ltd will arrange for the test to be carried

out on your behalf unless you notify us in writing that you will take responsibility for it and provide Easylets Ltd with the report.

### 3.9 Energy performance

- a) Your property must have a current Energy Performance Certificate (EPC) before it is marketed for let and a copy must be provided to Easylets Ltd before the commencement of marketing. The EPC rating must meet prevailing minimum standards as set by the Scottish Government. We can arrange this on your behalf and also organise upgrade works if required to meet current ratings.
- b) You are responsible for displaying the EPC in your property at all times.

### 3.10 Repairing standard

- a) You must ensure that your property meets the Repairing Standard (defined by Chapter 4 of part 1 of the Housing (Scotland) Act 2006) at all times.

### 3.11 Fire and carbon monoxide detection

- a) One functioning smoke alarm must be installed and maintained in the room which is most frequently used by the occupants for general daytime living purposes.
- b) One functioning smoke alarm in every circulation space, such as hallways and landings.
- c) One heat alarm in every kitchen.
- d) All fire detectors must be mains wired and multiple detectors must be interlinked or have long-life batteries if permitted by prevailing regulations.
- e) Carbon monoxide monitors must be correctly installed if a new fixed combustion appliance has been installed in the property after 1 October 2013 or a replacement fixed combustion appliance is installed during the period of Easylets Ltd agreement with you. In order to alert occupants to the presence of levels of CO gas which may be harmful to people, private landlords must ensure that a detection system is installed in all dwellings they rent to tenants where there is:
  - A fixed combustion appliance (excluding an appliance used solely for cooking) in the dwelling.
  - A fixed combustion appliance in an inter-connected space. For example, an integral garage.

- A combustion appliance necessarily located in a bathroom (advice would be to locate it elsewhere) - the CO detector should be sited outside the room as close to the appliance as possible but allowing for the effect humid air might have on the detector when the bathroom door is open.

### 3.12 Legionella

- Under Health and Safety legislation, all landlords are required to undertake a legionella risk assessment then carry out and monitor any measures necessary to control any identified risk. Easylets Ltd will arrange this test, for you, at additional cost, unless you advise us in writing that you will take responsibility for organising the test and will provide Easylets Ltd with a copy of the Test Certificate when available.
- Guidance is available from the Health and Safety Executive website:  
<http://www.hse.gov.uk/legionaires/index.htm>.
- You are required to carry out any measures required to control any risk identified in the assessment.
- Health and Safety legislation requires you to undertake regular reviews during the course of the tenancy particularly where changes to the water system have been made.
- If there are any void periods, the water system must be regularly flushed through. Easylets Ltd can arrange a contractor to carry out this work this on your behalf.

### 3.13 Television and Wi-Fi/broadband

- You should arrange to cancel any cable and satellite services before your property is let.
- We recommend you have cabling installed for telephone and internet services and a TV Aerial before the property is marketed. Easylets Ltd will advise the tenant to take out a contract in their name if they require these services.
- Where a Television is included in the inventory the landlord will be liable for the cost of maintaining a TV license.

### 3.14 Notice to leave

- If you wish the tenancy to be terminated Easylets Ltd will send a notice to leave to the tenant in the case of a PRT and a Notice To Quit in the case of an SAT.

### 3.15 Representation at the first-tier tribunal Scotland (housing and property chamber)

- a) If you instruct us and the disputed issue is within Easylets Ltd's area of expertise, we will prepare for and represent you at a First-Tier Tribunal Scotland (Housing and Property Chamber) hearing. Our hourly charge for representation is per the Full Management Service page.

### 3.16 Legal proceedings

- a) If it is necessary to raise legal proceedings against the tenant, you will be responsible for instructing a solicitor at your own cost. We will provide any required documentation that we hold to the solicitor and assist your solicitor as required.

### 3.17 Non-resident landlords

- a) If you are residing abroad for more than six months in a tax year you are classed as a non-resident landlord by HM Revenue and Customs. You should obtain an approval number from the HMRC which authorises us to make payment of the gross rent to you without a deduction of tax.
- b) If your property is owned by more than one person a separate approval number from HMRC is required for each person.
- c) If Easylets Ltd do not receive an approval number, from HMRC, then we are legally obliged to deduct tax at the basic rate from all payments of rent and make quarterly and annual returns to the Inland Revenue.

### 3.18 Voids

- a) You are responsible for the security and management of your property and payment of property taxes when your property is not let. It is recommended that you contact your insurance company if the property is to be vacant for an extended period.

### 3.19 Tax

- a) You are responsible for declaring the rental income from your property and for maintaining your own records for tax purposes. Easylets Ltd maintain a record system and can provide statements for landlords and tenants at any time between any two dates.
- b) Easylets Ltd can provide all landlords with an annual tax report in April each year, at a cost to you.

### 3.20 Payment of our fees, charges and expenses

- a) Management Commission and fees are deducted from rental income.
- b) Easylets Ltd reserves the right to review commission and fees during the course of the contract, we will notify you of any changes to commissions and fees giving a minimum of 3 months' written notice.
- c) In a case where there is no rental income, fees will be discussed with you and invoices submitted for work carried out.

### 3.21 VAT

- a) Commission is subject to VAT and all fees in these terms of business are shown as inclusive of Value Added Tax at the prevailing rate.

### 3.22 Indemnity

- a) You will indemnify Easylets Ltd against all loss that we may incur as a result of your failure to comply with your obligations under these terms of business, the tenancy agreement or your legal obligations as the owner of your property.

## 4. Letting agent code of practice

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### 4.1 Agency

- a) Easylets Ltd will act on a sole letting rights basis.
- b) You will pay Easylets Ltd fees and any other costs, charges and expenses in the period during which we have sole letting rights even if your property is let and the tenant is not found by us.
- c) You will also be liable for our fees and any other costs, charges and expenses if your property is let after the expiry of these terms of business if the tenant was introduced by Easylets Ltd or we had negotiations with the tenant during the period we had sole letting rights.

### 4.2 Service levels and communication

- a) We will carry out all services that we contract to provide to you in a professional and diligent manner.

- b) We will use our reasonable endeavours to respond to all communications.
- c) We will communicate with you by email and/or telephone unless you have requested paper communication.
- d) Tenants have the legal right to opt for email or paper communication and this will be recorded in the tenancy agreement.

## 4.3 Landlord compliance

- a) If you refuse to, or unreasonably delay, meeting your legal obligations as a landlord or in relation to the property we are required by The Letting Agent Code of Practice to cease to act for you and to report any breach of your legal obligations to the appropriate authority.

## 4.4 Commencement and termination

- a) These terms of business will commence on delivery to Easylets Ltd of the terms of business fully signed by you and will continue until either party terminates these terms of business in accordance with this clause.
- b) You have the right to cancel (not applicable to existing clients receiving a revised agreement) these terms of business (under the Consumer Contracts Information, Cancellation and Additional Charges Regulations 2013) within 14 days of the date you sign these terms of business, if we are acting for you in an individual capacity without giving any reason. To exercise this right, you must inform Easylets Ltd in a clear written statement of your decision to cancel and it must be communicated to us before the cancellation period has expired.
- c) By entering into these terms of business you request us to immediately commence work on the letting of your property before expiry of the cancellation period.
- d) You acknowledge that by requesting Easylets Ltd to commence work on the letting of your property you will be liable to pay for any services performed.
- e) If you cancel these terms of business within the cancellation period and we have commenced work you will be charged for all work carried out by us on a time basis in accordance with Easylets Ltd charges for the personnel who have carried out work on the letting of your property until we receive your cancellation notice and any charges, costs and expenses we have incurred.
- f) If your property has been let before the expiry of the cancellation period then you will pay a fee which is the equivalent of one month's rent, our marketing and administration charge and all charges, costs and expenses we have incurred.



- g) If Easylets Ltd hold any funds on your behalf and you exercise your right to cancel we will reimburse these funds (after deduction of any sums due to us if work has commenced) within 14 days after the date we received your cancellation notice.
- h) You may terminate these terms of business by giving Easylets Ltd 3 months prior written notice.
- i) If your property is still on the market for let or a tenant has been found but the tenancy agreement has not been entered into then you will pay Easylets Ltd a fee of one month's rent plus any costs, charges and expenses we have incurred on your behalf.
- j) If you terminate these terms of business while a property is tenanted you will be liable to pay Easylets Ltd a fee equivalent to A) In the case of a Short Assured Tenancy the commission that would have been payable for the remainder of the duration of the tenancy agreement or B) in the case of a Private Residential Tenancy the equivalent of 3 months management commission and any costs, charges and expenses we have incurred on your behalf.
- k) Easylets Ltd may terminate these terms of business by giving you 3 months prior written notice unless you are failing to comply with your legal obligations as a landlord or in relation to the property when we will be entitled to give you notice of termination with immediate effect. Any outstanding costs, charges and expenses will become payable immediately upon termination of these terms of business.

## 4.5 Variation of these terms of business

- a) Easylets Ltd may vary these terms of business to reflect any changes in the law, any changes in good practice or for any other reason provided we act reasonably by giving you one months prior written notice.

## 4.6 The letting agent code of practice

- a) We are subject to The Letting Agent Code of Practice, a copy of which will be provided to you on request. There is a link to the Letting Agents Code of Practice on the Easylets Ltd website.

## 4.7 Professional indemnity insurance

- a) Easylets Ltd hold professional indemnity insurance. A copy of our professional indemnity insurance certificate is available on request.

## 4.8 Client money protection

- a) Our accounting systems are fully compliant with the Code of Practice requirements.



## 4.9 Complaints

- a) We have a complaints handling procedure, which can be provided on request.

## 4.10 Joint and several liability

- a) By signing these terms of business you confirm that you are the sole owner/s of your property and where there is more than one owner you accept that each of you will be jointly and severally liable for all your obligations under these terms of business.

## 4.11 Governing law

- a) These terms of business shall be governed by and construed in accordance with the laws of Scotland and you propagate the jurisdiction of the Scottish courts.

# 5. Handling client money

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- a) The Agent handles client money in accordance with the Agent's written client money handling procedure, a copy of which is available on request. The Agent holds client money protection insurance and further details are available on request.

# 6. Data protection

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- a) The Owner agrees that personal information the Owner has provided to the Agent will be held on the Agent's internal databases in both electronic and paper format. The Owner consents to the Agent using information provided by the Owner for the purposes of performing the letting and management services detailed in this Agreement, including where necessary disclosing the information to third parties the Agent uses to perform certain functions on their behalf such as solicitors, accountants, contractors, insurance providers, utility companies and property management software providers. The Agent may have a legal obligation to disclose the Owner's personal data to tenants and enforcement agencies including the police, HMRC and the local authority and in such circumstances these legal obligations will be observed. The Agent will take all reasonable steps to ensure the security of personal data and will observe the requirements of the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679).

- b) The Owner agrees that personal information the Owner has provided to the Agent will be held on the Agent's internal databases in both electronic and paper format. The Owner consents to the Agent using information provided by the Owner for the purposes of performing the letting and management services detailed in this Agreement, including where necessary disclosing the information to third parties the Agent uses to perform certain functions on their behalf such as solicitors, accountants, contractors, insurance providers, utility companies and property management software providers. The Agent may have a legal obligation to disclose the Owner's personal data to tenants and enforcement agencies including the police, HMRC and the local authority and in such circumstances these legal obligations will be observed. The Agent will take all reasonable steps to ensure the security of personal data and will observe the requirements of the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679).
- c) The Owner agrees that personal information the Owner has provided to the Agent will be held on the Agent's internal databases in both electronic and paper format. The Owner consents to the Agent using information provided by the Owner for the purposes of performing the letting and management services detailed in this Agreement, including where necessary disclosing the information to third parties the Agent uses to perform certain functions on their behalf such as solicitors, accountants, contractors, insurance providers, utility companies and property management software providers. The Agent may have a legal obligation to disclose the Owner's personal data to tenants and enforcement agencies including the police, HMRC and the local authority and in such circumstances these legal obligations will be observed. The Agent will take all reasonable steps to ensure the security of personal data and will observe the requirements of the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679).



## 7. Service Summary

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	Full Management service
<i>Produce inventory</i>	✓
<i>Marketing images</i>	✓
<i>Advertise property on all portals and in house</i>	✓
<i>Conduct viewings</i>	✓
<i>Vet applicants and obtain referencing</i>	✓
<i>Arrange contracts upon approval of applicant presented</i>	✓
<i>Register deposit (Safe Deposit Scotland)</i>	✓
<i>Collect rent and pay landlord via BACS</i>	✓
<i>Routine property inspections</i>	✓
<i>Support tenants with all queries</i>	✓
<i>Maintenance management</i>	✓
<i>Property safety certificate management</i>	✓
<i>Move out inspections and deposit return management</i>	✓

## 7.1 Full management service

With our Full Management Service, a commission charge is taken from all rental payments collected. The rental income and commission deductions will be highlighted on your monthly statement and credit balance on your account will be sent to a bank account of your choice.

The new tenancy instruction charge is charged whenever a new tenancy agreement is signed. The cost of brochures, photographs, website listings, accompanied viewings, vetting prospective tenants, lease preparation, lease signing and deposit registration with an approved deposit guarantee scheme are all included in this fee.

The cost of carrying out a basic inventory is included in the fee however we can arrange for a more detailed independent professional inventory provider to complete this if requested. The cost of an independent inventory will depend on the size of your property and whether it is furnished or unfurnished.

Managing and keeping a record of all routine maintenance and necessary safety certificates is included in our Full Management Service. We will use our approved contractors to provide gas safety, electrical and energy performance certificates. The costs of these works will be deducted from your monthly account when required and will be listed on your statement showing all rental income and management & maintenance expenditure.

## 7.2 HMO Full management service

Our HMO management service is available for all properties which require a House in Multiple Occupation (HMO) licence.

Our commission charge includes all the services included for a non-HMO property, as well as the management of the additional necessary safety certificates required for an HMO property.

N.B there are more stringent guidelines and safety certificates required for an HMO property than a non-HMO property.

When an HMO licence is granted it will need renewed every 3 years. Our fees for handling HMO variation, validation and new applications are per full management service.

This fee includes the costs of submitting the necessary application on your behalf, attending the property for the required local authority and fire department inspections and representing you at the local licencing committee.