



RESIDENTIAL LETTINGS AGENCY TERMS AND CONDITIONS

TERMS OF BUSINESS – THE FOLLOWING TERMS AND CONDITIONS ARE IMPLEMENTED INTO THE RELATIONSHIP BETWEEN US.

The following terminology applies to these Terms and Conditions:

- "Landlord", "You" and "Your" refers to You, the Landlord.
- "WPG Lettings", "Ourselves", "We" and "Us", refers to our Company.
- "Party", "Parties", or "Us", refers to both the Landlord and WPG Lettings, or either the Landlord or WPG Lettings.
- "Property" refers to the Property that You wish WPG Lettings to act on.
- "Terms and Conditions" or "Agreement" refers to the terms and conditions set out in the below document.

1. GENERAL AUTHORITY

1.1 The Landlord confirms that he/she/it is the sole or joint owner of the Property as per The Land Registry and has the right to rent out the Property under the terms of the mortgage or head lease.

1.2 WPG Lettings reserve the right to request sight of Your Property's title documentation at any point prior to the acceptance of Your instructions and any point thereafter up to the start of any agreed tenancy dates.

1.3 Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee.

2. VERIFICATION OF IDENTITY

2.1 As per the Proceeds of Crime Act 2002 and Money Laundering Regulations 2017, We require documents of Your identity when taken instruction to market Your Property. You will provide us with photo ID and proof of address in person so We can verify these documents. This must be from every person on the agreement.

2.2 If adequate identification is not provided, We may be restricted by law from fully implementing Your instruction.

Please see our Verification of ID document to confirm what We can accept and if You are not able to provide ID in person the other alternatives to this.

3. GENERAL DATA PROTECTION REGULATION

Implemented on 25th May 2018, The General Data Protection Regulation (GDPR) is a regulation in EU law on data protection and privacy for all individual citizens of the European Union (EU) and the European Economic Area (EEA). It also addresses the transfer of personal data outside the EU and EEA areas. The GDPR aims primarily to give control to individuals over their personal data and to simplify the regulatory environment for international business by unifying the regulation within the EU.

3.1 WPG Lettings comply with all GDPR.

3.2 You confirm You are happy for WPG Lettings to contact You via all methods of communication unless stated otherwise.

4. INSURANCE

4.1 The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers where the Property is let, furnished, part furnished or unfurnished.

4.2 The Landlord also confirms and understands that WPG Lettings is not liable to arrange and set up insurance.

4.3 WPG Lettings reserve the right to request a copy of any property insurance that the Landlord has for the Property prior to the start of any tenancy agreement commencing.

4.4 WPG Lettings reserve the right to request up to date copies of any property insurance for the Property on the anniversary date of any tenancy agreements.

5. MAINTANENCE

5.1 The Landlord agrees to provide the Property in good and lettable condition.

5.2 The Landlords Guide insists on a deep professional clean prior to tenants moving in.

5.3 Where applicable, the Landlord confirms that the property's beds, sofas and all other soft furnishings conform to the current fire safety regulations.

5.4 WPG Lettings endeavours to select competent tradesmen at reasonable prices but is unable to guarantee the standard or workmanship therefore where We are required to co-ordinate repair and maintenance work on behalf of the Landlord, We will not be held responsible for any negligence, damage, or breach of contract by any contractor employed in this way. Landlords will be responsible to pay the relevant contractor directly upon invoice.

5.5 If the Property is vacant and when poor weather conditions occur, heating systems and sanitary appliances may be damaged. The Landlord is strongly advised to take all actions to protect the Property from such risks. WPG Lettings accepts no responsibility or liability for damage caused in such conditions.

5.6 All invoices by a contractor that has carried out work on your property must be paid directly by the landlord. In the event of payment to a contractor is to be made in advance, we will notify the landlord of this.

6. 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 or student let, responsibility for payment of council tax then rests with the owner of the Property.

7. TENANT FIND SERVICE

7.1 Where the Landlord does not wish WPG Lettings to undertake full management, WPG Lettings can instead provide a Tenant Find service. The following services are provided by WPG Lettings for a Tenant Find service:

- Market appraisal
- Floorplan
- Marketing the Property
- Accompanied viewings
- Negotiating the tenancy
- Tenant referencing
- Right to Rent checks
- Preparing tenancy agreements
- Collection of first month's rent
- Collection of deposit
- Check in appointment
- Negotiating renewal of tenancy

7.2 The Landlord would remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances.

7.3 The Landlord would remain responsible for complying with the deposit protection requirements of the Housing Act 2004 and must provide WPG Lettings with written confirmation of this together with a receipt for the deposit monies received by WPG Lettings on his behalf. The basic fee for the Letting Service is 50% of one month's rent + VAT (other options are available).

7.4 Fees are payable at the commencement of the tenancy and will be deducted from monies received by WPG Lettings on the Landlord's behalf.

8. SERVICES

8.1 If WPG Lettings manages the Property, WPG Lettings will take meter readings whenever possible at each change of occupation in the Property and, where necessary, 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 WPG Lettings to do this on the tenant's or Landlord's behalf.

8.2 For the Tenant Find service, this responsibility would be down to the tenants and Landlords alike.

8.3 Regarding mail, it is both the tenants and Landlords' responsibilities to inform all parties (e.g. Banks) of their new address.

9. INVENTORY

9.1 All our Fully Managed Property's will be provided with a complete video inventory at no extra cost. We must state a video inventory cannot be carried out during a tenancy agreement that WPG Lettings had no initial involvement in.

9.2 Should it be necessary, and under a Landlord's instruction, WPG Lettings will prepare a video inventory for a Tenant Find Property and a separate charge will be made for this.

9.3 Landlords should not leave any articles of exceptional value in the Property without prior arrangement with WPG Lettings.

9.4 The video inventory will include a full video of the property at the time of the tenant moving in.

9.6 Evidence of condition will be shown on the video.

9.7 WPG Lettings cannot accept any liability for omissions or errors on the video inventory and we will provide a copy of the video inventory to Landlords.

9.8 The Landlord can provide WPG Lettings with an inventory if preferred.

10. PROPERTY DESCRIPTION/MARKETING

10.1 A fully furnished Property should be ready for a tenant to move into with nothing other than their personal possessions and clothing. Anything less than this will be advertised as part furnished.

10.2 Unfurnished properties should only comprise of, carpets and essential kitchen items such as a cooker. If other white goods are being left, then it is the Landlords responsibility to maintain these. If a Landlord does not want to maintain these items, they should either be removed and not offered before marketing or offered to the tenant on a non-repair basis as this can cause issues during the tenancy.

10.3 Prior to marketing, all personal items belonging to the Landlord and/or previous tenants should be removed. The Property should be cleaned thoroughly to ensure that it is presented favourably ready for photographs and/or viewings.

11. KEYS & PERMITS

11.1 With our Fully Managed Properties, three sets of keys will be required. One set will be given to each of the tenant(s) and one set will be retained by WPG Lettings for maintenance and emergencies. Should only one set be provided, and keys have to then be cut, then the cost shall be charged to the Landlord as clarified in our fees.

11.2 Where applicable, all parking permits for the Property will need to be delivered to WPG Lettings before the tenancy commences.

12. TENANCY AGREEMENT

12.1 Both services, Tenant Find and Fully Managed include the preparation of a tenancy agreement.

12.2 Should the Landlord or their advisors require amendments to the contract, any add on clauses, or require WPG Lettings to enter into further work or correspondence, a fee may be requested. (or You may have the tenancy agreement amended by Your own adviser at Your own expense).

12.3 It is agreed on our Fully Managed Service that WPG Lettings will sign the tenancy agreement/s on behalf of the Landlord.

13. TENANCY DEPOSITS

13.1 Upon signing the tenancy agreement, WPG Lettings will take a security deposit from the tenant(s) in addition to any rent due. The purpose of the security deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. This security deposit will be kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy or forwarded to one of the Government-regulated deposit schemes listed below.

13.2 Statutory Tenancy Deposit Protection. Where the tenancy is an assured shorthold tenancy, the Landlord or WPG Lettings 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

13.3 If the Property is managed by WPG Lettings, We 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) prescribed information for the tenant.

13.4 If the Landlord decides to hold the deposit or is managing the Property themselves, We will transfer the deposit to You within 5 days of receiving it. The Landlord must then register it with their chosen Tenancy Deposit Protection Scheme within a further 25 days and provide the Tenant(s) with the required prescribed information if the deposit is required to be protected under current legislation. If You fail to do so, the tenant can take legal action against the Landlord in the County Court. The Court will make an order stating that the Landlord must pay the deposit back to the tenant or lodge it with the custodial scheme (also known as The Deposit Protection Service). In addition, a further order will be made requiring the Landlord to pay compensation to the tenant of an amount equal to three times the deposit amount. The Landlord will be unable to serve a Section 21 Notice on the Tenant until compliance with the above conditions has been met and the Court will not grant the Landlord a possession order.

13.5 WPG Lettings has no liability for any loss suffered if the Landlord fails to comply with their responsibilities.

13.6 Any interest that may be accrued from the deposit of a managed Property is to be retained by WPG Lettings where applicable.

More information on the requirements of the deposit protection schemes are available on <https://www.gov.uk/tenancy-deposit-protection> and Landlords are strongly urged to familiarise themselves with their legal responsibilities.

14. TENANCY DEPOSIT DISPUTES

14.1 On our Fully Managed Service, WPG Lettings will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the tenant. Where the deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then 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. WPG Lettings will have no involvement if you wish to take the court option.

14.2 There is no timescale on when funds will be released, or a dispute can be resolved and WPG Lettings cannot be held liable for the outcome.

14.3 WPG Lettings cannot be held liable or help with any tenancy deposit dispute for a Tenant Find Property.

15. LIABILITY FOR TENANT DEFAULT

15.1 Although the aim is to take every care in managing the Property, WPG Lettings cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection where WPG Lettings has acted correctly in terms of this Agreement, or on the Landlord's instructions.

15.2 If a tenant defaults on rent and it is necessary to take them to court, **We are not permitted to represent the Landlords**. It would under these circumstances be necessary for the Landlord to instruct a solicitor to act for them. An insurance policy is recommended for this eventuality.

16. INSPECTIONS

16.1 On our Fully Managed service, WPG Lettings will carry out inspections. We are not permitted to access the property until we have written confirmation off the tenant that we are allowed to do so. If we are unable to gain access, we will request photos or a video from the tenant, but this cannot be guaranteed.

16.2 WPG Lettings can conduct inspections on a Tenant Find service, but this will be charged for (Please see fee sheet separately).

16.3 Such inspections do not constitute a formal survey of the Property, and it is not the intention to check every item of the inventory at this stage. The inspection is confirming the house being used in a respectable manner and the general condition of the Property.

16.4 Where these were felt to be unsatisfactory, a more detailed inspection would generally be made.

16.5 All inspections will be reported back to the Landlord/s when we have been able to gain access to the property.

16.6 Following the departure of tenants and if the check in/check out service has been requested (this is a chargeable service), a final inspection of the Property will be carried out by WPG Lettings. 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. Any deficiencies or dilapidations would normally be submitted to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values.

17. NOTICES & INSTRUCTIONS

17.1 WPG Lettings will, as necessary, 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.

17.2 It is agreed that any instructions like those listed above from the Landlord to WPG Lettings regarding any significant details are to be confirmed in writing first and signed by the landlord.

These will then be posted recorded delivery when we have this signature.

If the signature exceeds the date on the relevant notice a new notice will need to be drawn up.

17.3 In the event that any notices served by WPG Lettings on behalf of the Landlord become disputed, it will fall to the Landlord to seek independent legal advice and serve any notices themselves from the point the notice is disputed.

18. TERMINATION OF THIS AGREEMENT AND WPG LETTINGS SERVICES

18.1 This Agreement may be terminated by either party by way of two months written notice. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

18.2 If after being instructed to market a Property a tenant has been found and a tenancy agreement has been prepared but the Landlord decides not to proceed with the tenancy for any reason WPG Lettings is entitled to the full cost of a Tenant Find service.

18.3 If after being instructed to market a Property a tenant has been found and a tenancy agreement has been prepared but the tenant decides not to proceed with the tenancy for any reason, the holding deposit fee will be paid to WPG Lettings.

18.4 If the Landlord wishes to terminate the WPG Lettings management on any individual Property, WPG Lettings must be given two months' notice in writing.

19. TERMINATION OF A TENANCY AGREEMENT

19.1 The Landlord shall provide WPG Lettings with any requirements for return and repossession of the Property at the earliest opportunity. 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 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.

20. TERMS OF LEASE

20.1 The initial lease shall be for a period no less than 6 months and this will be confirmed in an initial offer letter once an application is received from a prospective tenant.

20.2 The lease will automatically thereafter become a Statutory Periodic Tenancy once the initial term has expired unless a further lease has been signed by the tenant.

20.3 If the lease becomes a Statutory Periodic Tenancy all terms and conditions set out in the original lease will apply to the Periodic Tenancy.

21. RENEWALS

21.1 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 WPG Lettings, a renewal fee of £45 shall be payable on the date of renewal.

21.2 WPG Lettings 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.

22. INCORRECT INFORMATION

The Landlord warrants that all the information provided to WPG Lettings is correct to the best of his/her/it's knowledge and belief. In the event that the Landlord provides incorrect information to WPG Lettings which causes WPG Lettings to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate WPG Lettings for all losses suffered.

23 SAFETY REGULATIONS

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

23.1 The letting of Property is now heavily 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) amendment Regulations 2010
- The General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment Safety Regulations 2016
- Plugs and Sockets (Safety) Regulations 1994

The Landlord agrees to comply with current Gas Safety Regulations, Energy Performance Certificate Regulations and Fire Safety Regulations and also to comply with any future change in legislation. If the Landlord wishes to instruct his/her own workmen, it is the Landlord's responsibility to provide the tenant and WPG Lettings with the necessary certification.

23.2 GAS SAFETY REGULATIONS - By law, Landlords are responsible for making sure that appliances are maintained in good order and checked for safety at least every 12 months. Records should be kept of these checks and copies given to WPG Lettings.

All contractors who carry out work on gas appliances must be registered with the Gas Safe Register.

Whilst acting on Your behalf, We must hold a copy of a current Gas Safety Certificate for all gas appliances.

If We are not provided with a current Gas Safety Certificate at least 3 days prior to commencement of a new tenancy, We reserve the right to instruct an engineer to provide one and charge the Landlord accordingly.

23.3 ELECTRICAL INSTALLATION CONDITION REPORT (EICR) - As of June 1st 2020, the Government has brought in The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 meaning Landlords must ensure every

fixed electrical installation is inspected and tested at least every five years by a qualified person. EICR's are valid for 5 years.

Whilst acting on Your behalf, We must hold a copy of the EICR for Your Property.

If We are not provided with a current EICR at least 3 days prior to commencement of a new tenancy, We reserve the right to instruct an engineer to provide one and charge the Landlord accordingly.

23.4 ENERGY PERFORMANCE CERTIFICATES · Since October 2008, it has been law that all private properties offered to let must have a valid Energy Performance Certificate (EPC). EPC's are valid for 10 years.

Whilst acting on Your behalf, We must hold a copy of a current Energy Performance Certificate for the Property or see confirmation of payment for one to be produced before marketing can commence.

If We do not have this certificate after 28 days of the Property being marketed We have an automatic legal right to remove the Property from the market.

23.5 The Landlord confirms that they are aware of these obligations.

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. The Landlord agrees to repay WPG Lettings costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and appliance safety standards.

ALL OF THE ABOVE TERMS AND CONDITIONS WILL APPLY TO THIS PROPERTY AND ALL SUBSEQUENT PROPERTIES INTRODUCED TO MANAGE, UNLESS SPECIFIED IN WRITING FROM BOTH PARTIES.

