35 HIGH STREET, RAINHAM, KENT, ME8 7HS
Telephone: (01634) 379799 FAX: (01634) 379444
www.harrisonsreeve.com

Harrisons Reeve Lettings

Landlords Information

Harrisons Reeve is a member of The Property Ombudsman scheme and subscribe to their Code of Practice for Letting Agents.

What information we may collect about you?

We may collect personal data about you during the course of our work. That may include things like:

- Your Name
- Address
- Telephone Number
- Email Address
- Bank Details

Usually we will have received this directly from you.

How will we use the information?

Our use of such personal data is subject to data protection law.

We mainly use your personal data to provide you with information or services you have requested. We may also use it for any other purpose for which you give your consent. For example, we may send you additional information about the firm or its services, if you have consented to us doing so.

We may also use it for other normal purposes connected with our work. For example, we will use your information to update our own business records, complete statutory returns, and otherwise comply with our regulatory obligations. We may also use your information to send statements, invoices and payment reminders to you or to collect payments from you.

Will we share information about you with anyone?

We take your privacy seriously. We will never sell your personal data to anyone, and we take precautions to keep it secure. However should Lancaster Estates (Medway) Limited be sold your information would be transferred as part of the sale.

Third Parties

It will sometimes be a normal and necessary part of our work to pass on information to third parties. For example:

- If you are a landlord, we may need to pass on relevant information to a referencing company and when lodging the deposit with the DPS.
- We may inform utility companies of changes in the occupiers of property.
- We may pass on information to maintenance and repair contractors, in respect of property where we have responsibilities.
- We may need to pass on information to those who help collect outstanding accounts.
- We need to use information about you to carry out Anti Money Laundering checks that are required by law. We also have an obligation to share your information with HMRC as required by law.

In addition, our practice may be audited or checked by third parties such as our accountants, which may enable them to see some information about you. Such third parties are required to maintain confidentiality in relation to your information.

Harrisons Reeve is registered with the Information Commissioner's Office (ICO) UK Data Protection Register and endeavours to follow the guidelines and rules set out in the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) May 2018. We will not disclose your personal details to any third parties unless it is necessary to do so for legitimate relevant purposes required to carry out business for which it is intended: for example processing your business, or obtaining compliance, anti-money laundering checks and regulatory advice. This processing of business will be carried out in a confidential manner and in accordance with Data Protection Laws.

For a full list of our third parties please contact our office on 01634 379799.

We offer two levels of service; the details of which and charges for each level are detailed below:

LET ONLY SERVICE

When you choose a let only service from Harrisons Reeve we will:

- Prepare full colour letting particulars
- Provide professional quality photographs
- Provide floor plans on particulars
- Place your property details on Zoopla and On the Market
- Display your property in our prominent offices
- Distribute your property details through our rental mailing system
- Accompany all prospective tenants on viewings (if required by you)
- Prepare a tenancy agreement and serve any required notices
- Collect the deposit payable by the tenant against damages, which will be forwarded to you in order that you may lodge it in a government approved deposit scheme
- Carry out a Legionella Risk Assessment
- Comply with the Immigration Act 2014

FULLY MANAGED SERVICE

When you choose a fully managed service from Harrisons Reeve we will:

- Prepare full colour letting particulars
- Provide professional quality photographs
- Provide floor plans on particulars
- Place your property details on Zoopla and On the Market
- Display your property in our prominent offices
- Distribute your property details through our rental mailing system
- Accompany all prospective tenants on viewings (if required by you)
- Qualify any prospective tenants through our reference service.
- Prepare a tenancy agreement and serve any required notices
- Collect the deposit payable by the tenant against damages which we will place in a government approved scheme
- We will notify service/utility companies (gas, water, electricity if applicable) at the commencement of the tenancy; notify the local authority for council tax purposes and provide companies of your contact address to send you closing accounts
- We will carry out inspections on the property every 3/4 months.
- Organise maintenance repairs
- Notify service companies at the termination of the tenancy and provide a forwarding address for outstanding accounts.
- Comply with the Immigration Act 2014
- Collect rent due from the tenant(s) on a monthly basis, which will be forwarded to the landlord within 5 working days of receipt.

- Prepare an inventory which will be checked at the commencement of the tenancy for accuracy, with any amendments made as required. This will be used as the basis of the check out inspection.
- Carry out a Legionella Risk Assessment.
- The ability to arrange gas and electrical safety checks as required (at extra costs).

ADVISORY NOTES FOR ALL LANDLORDS

Unfurnished/Furnished Tenancy Agreement

We will ensure that an appropriate tenancy agreement, counterpart agreement and notices will be entered into by or on behalf of the Landlord and Tenant. Landlords instructing their own solicitors to prepare an agreement must be responsible for their lawyer's fees.

Security Deposit

When we are engaged to manage the property on your behalf, we will pass the tenant's deposit on to the government approved Deposit Protection Scheme (DPS) within the required time frame. At the end of the tenancy, once damages have been agreed and copies of all receipted final invoices have been checked, we will notify the DPS that deductions have been agreed and request that they return the balance of the deposit to the tenant.

Landlord and the Immigration Act 2014

It is agreed that the Agent will carry out any checks required under the Immigration Act and the Agent will be responsible for taking the steps necessary to establish an excuse against a penalty. The Agent's responsibilities for such checks will only extend to the duration of this Agreement and at the termination of this Agreement the Agent will transfer the status evidence to the Landlord and the responsibility for maintaining immigration status checks will return to the Landlord.

Maintenance, Repairs and Replacements

The Landlord agrees to provide the Property in good and lettable condition. The Landlord agrees to make the Agent aware of any on-going maintenance problems.

We shall deal, without any additional fee, with day to day management matters, including authorising minor repairs up to a maximum of £180 inc VAT; you would of course be liable for paying for such repairs. With repairs over £150, unless it is an emergency, authorisation will be sought first. Wherever practical, estimates will be obtained and submitted to you for approval. An addition supervisory fee of 12% inc VAT of the total cost is charged for supervising any major works requested by you, being these where the total cost of the particular item of work is £150 or more.

Where the agent is required to co-ordinate repair and maintenance work on behalf of the landlord, the agent will not be responsible for any negligence, damage or breach of contract by any contractor employed in this way.

Property Visits

Our management includes interim visits on a 3 to 4 monthly basis and notification in writing to the tenants of any points raised. This is not in any way a full inventory check as carried out at the commencement and end of the tenancy. It is intended to check that the property is being maintained to a satisfactory standard. A copy of the report will be provided to the landlord(s).

Access

The landlord authorises us, or our assignees to enter the premises in connection with the management function under this agreement.

Void Periods

Our management function does not include the supervising of the property when it is not let, although in the normal course of letting, periodic visits may be made to the accommodation by our lettings staff.

Harrisons Reeve
Bank Chambers, 1 Central Avenue, Sittingbourne, Kent, ME10 4AE
Company Registration 6381580

Sub-Letting

If you are a lessee you must make certain:

- That the intended unfurnished/furnished letting is permitted by your lease.
- That the intended unfurnished/furnished tenancy is for a period expiring prior to the termination of your lease.
- That the superior landlord's written permission, if necessary, has been obtained for the sub-letting. If in doubt, refer to the lease or tenancy agreement.

The Unfurnished/Furnished Rent

Unless otherwise agreed, the rent quoted to a tenant by us on your behalf must be inclusive of all outgoings for which you are responsible (i.e. ground rent, service charges etc) with the exception of gas, electricity, the telephone service and fuel oil where there is independent oil fired heating system, the council tax and water charges. You will need to advise your management company (if applicable) of your home address, in order that they can forward bills to you directly.

Insurance

Your property and contents should be adequately insured and your insurance company informed of your intention to let, as many household policies do not cover unfurnished/furnished letters. Others however specialise in this market.

Instructions to Solicitors

You will be informed of any rent arrears or breaches of covenant brought to our attention. However, if it is necessary for a solicitor to take action, you will be responsible for instructing your own lawyer and for all fees involved.

Council Tax

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

Mortgages

Where the property to be let is subject to a mortgage, permission is normally required from the mortgagee's to sub-let the property unfurnished/furnished. Obtain your mortgagee's permission to sub-let (if required) in writing, at the earliest date rather than applying for this when a tenant is found. Most mortgages enable the lender to withhold permission without providing a reason.

Taxation of Overseas Landlords

Where the landlord of the unfurnished/furnished property resides abroad, the Commissioners for Inland Revenue will hold us, as your agents, responsible for the payment of any tax liability, which arises on rents collected by us on your behalf, unless you have obtained an exception certificate. If you do not hold a certificate and you are a resident abroad, it will be necessary for us to deduct income tax at the current rate of the gross rent, less allowable expenses paid by us on your behalf, and to pay such sums over to the Inspector of Taxes on a quarterly basis. Similarly, if you at present live within the UK, but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave this country unless you obtain an exemption certificate.

The eventual liability for tax may be considerably less that the amount we have retained and paid to the Inland Revenue. We suggest that you employ accountants or

other tax advisor to complete tax forms, to obtain an exemption certificate for both yourself and your spouse (if relevant), and to agree your assessment each year with the Inspector of Taxes. If you do not appoint a tax advisor to act on your behalf, we reserve the right to do so and deduct the fees from your rent.

We regret the necessity to make such deductions but you will appreciate that we have no alternative in view of our responsibility to meet the tax liability on your behalf if you have not obtained a certificate.

If you as landlord are resident in the UK you should declare your residential lettings income to the Inland Revenue annually as it is assessable for income tax.

Purchase by a Third Party

Please note that if you sell the property to a third party while it is let, and the tenant introduced by us remains in occupation, you will be liable to pay our commission as outlined above for as long as the tenants remain in occupation, even though you no longer receive the rent. It is therefore in your own interest to ensure that the purchaser agrees direct with us to take over responsibility for our commission.

INDENMITIES

The landlord agrees to indemnify us as agents against any costs, expenses or liabilities incurred or imposed on us provided that they were incurred on his behalf in pursuit of our normal duties.

FIRE REGULATIONS

Under the Fire and Furnishing (Safety) (Amendment) Regulation 1993 the landlord has the obligation to ensure that all furniture in properties being rented for the first time, or any new or additional furniture being put in a property already rented out, complies with the fire regulations by displaying a label stating that they are fire resistant. If items of furniture do not comply with the fire regulations, the landlord must either change the items of furniture or authorise ourselves as agents to either replace or remove the items before any tenancy commences. Instructions to let a property available for rental will only be accepted if all furniture complies with the regulations. Failure to comply can result in prosecution.

Flag Boards

The landlord agrees that the agent can place a flag board or poster at their own expense at the property, provided this complies with the local authority regulations.

Electric and Gas Appliance Regulations

Under the Electrical Equipment (Safety) Regulations 1994 and the Gas Safety (Installation and Use) Regulations 1994 and 1996, all gas appliances must be checked by professional tradesmen and all items marked with the date and time of testing to comply with Government Regulations.

The landlord must carry out gas safety tests annually or they will be carried out by agents at the landlord's expense prior to the rental of the property and on an annual basis thereafter, the costs being deductible from the rent. All appliances must have instruction books left at the property.

As from 1st July 2020 it is a legal requirement for the fixed wiring of a property to be inspected and a certificate issued.

These new Regulations require landlords to have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every 5 years. Landlords have to provide a copy of the electrical safety report to their tenants, and to their local authority if requested.

This means that all landlords now have to do what good landlords already do: make sure the electrical installations in their rented properties are safe.

The Regulations came into force on 1 June 2020 and form part of the Department's wider work to improve safety in all residential premises and particularly in the private rented sector.

Failure to comply with the Regulations can result in prosecution, in extreme cases for manslaughter. We will also need to see an Energy Performance Certificate.

Liability for Tenant Default

The agent cannot accept responsibility for non-payment of rent, damage, or other default by tenants, or any associated legal costs incurred in their collection where the agent has acted correctly in terms of this agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality.

Withdrawal Fee (after the tenancy has started)

When a Landlord wishes to terminate the agreement and the tenant remains in the property we would require a notice period of three months and then an additional fee equivalent to one months rent inc VAT.

ID'S

We will require your ID in the form of a Driving licence, passport and utility bill, this is required to be compliant with the money and Laundering Act.

Please note these Terms and Conditions apply to our service for the current tenancy and maybe subject to change in future.

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