



TERMS OF BUSINESS MANAGED CONTRACTS

Subject to our appointment as your agent and your confirmation of instructions in the letting/management of the below property, we will –

1. provide a presentation of the property to let in order to promote the property to best advantage.
2. provide, where required, advice on legal aspects of letting, the correct form of contract, rent expectation and any works required in order for the property to be let.
3. provide marketing support for your property, in order to secure a satisfactory Contract holder (Wales) or Tenant (England).
4. negotiate and agree with your approval of the terms of the letting.
5. use an external referencing company to carry out referencing on an applicant such as – enquiries with the applicant's Employer, Personal referee, and any prior Landlord, where possible, together with a Credit Search and Right to Rent Check (England).
6. where the property is in England, under the Immigration Act 2014 check the immigration status of all applicants before the initial move in, accepting no responsibility whereby an applicant does not have the right to live in the UK under the Right to Rent Bill after representing he/she does so.
7. prepare the appropriate Occupational Contract (Wales) or Tenancy Agreement (England) and other legal notices and documents to comply with current legislation, taking into account your specific requirements and instructions.
8. accept the Contract Holder's (Wales) or Tenant's (England) deposit and register and insured the deposit within a Deposit Protection Scheme. Please note that we retain deposits in the Wingetts Rent Clients Deposit Account at Barclays, High Street, Wrexham which is a non-interest-bearing Account under the TDS insured scheme.

If a Contract holder (Wales) or Tenant (England) pays a deposit, the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised Deposit Protection Scheme:

- If we receive a deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Deposit Protection Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit;
- If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law.

9. prepare an Inventory to include photographs where applicable.
10. arrange for the transfer of utilities to the Contract holder (Wales) or Tenant (England) at the start of the contract and from the Contract holder (Wales) or Tenant (England) at the end of the contract and establish the Council Tax or subsequent replacement tax in the occupier's name. No responsibility is taken for transfer of telephone connections.
11. receive reports from Contract holder (Wales) or Tenants (England) with regard to maintenance and repairs for which you are responsible and contact you to obtain permission to instruct third party contractors to effect such maintenance and repair (unless you have advised us that you intend to rectify the issues using alternative contractors). Please note that we will always endeavour to gain authorisation for any works exceeding £100 before they are carried out. Our duties in this respect are subject to being made aware of any problem arising.

NOTE - In the event of an emergency, we undertake to have carried out all precautions necessary to safeguard the property with the resultant expenses incurred deemed to be with your authority and on your behalf.

12. confirm that maintenance and repair tasks are carried out satisfactorily, verify tradesmen's invoices and make payment on your behalf from rental income received.
13. make periodic inspections of the property (on average 3 per 12-month period) and advise you of the results including, where necessary, any maintenance or repair consideration which we consider should be brought to your attention. Such inspections, however, should not be regarded as anything more than a check to ensure that the Contract holder (Wales) or Tenant (England) are observing the conditions of the agreement and that in all respects the property appears to be well cared for by the Contract holder (Wales) or Tenant (England).
14. Carry out PAT testing annually on any non-integrated electrical items belonging to the landlord (unless otherwise instructed)
15. at the end of the contract, carry out a final inspection and make such deductions as, in our opinion, are necessary from the Contract holder's (Wales) or Tenant's (England) deposit in order to compensate you for such dilapidations. Fair wear and tear obviously being taken into account.
16. seek new Contract holders (Wales) or Tenants (England) where applicable in order to ensure continuity of occupancy

Note - Where the property remains unoccupied between letting periods it must be distinctly understood that our management does not include supervision of the property, although in normal circumstances, where we are conducting viewing appointments, periodic visits may be made.

During a period of un-occupancy service providers will issue accounts for standing charges which will be a Landlord's responsibility.

17. where there is a breach of the Occupational contract (Wales) or Tenancy Agreement (England) by a Contract holder (Wales) or Tenant (England), take all necessary steps to resolve the breach and report to you on such an event and on the progress being made to resolve the problem.

Miscellaneous

18. You give us authority to act on your behalf and to do anything which you could do in relation to your property and to sign any relevant documentation, contracts or notices on your behalf that you will approve of everything done by us in good faith except for negligent acts, omissions or breach of contract.
19. Contract holders (Wales) or Tenants (England) will be offered the right to renew the Contract on a month-to-month basis after the expiry of the initial fixed term. If the landlord wishes the tenant to be offered a longer term, this can be arranged, however with current notice periods being a minimum of 6 months, a month-to-month contract will be offered as standard at the end of the fixed term. No notice will be served upon a Contract holder (Wales) or Tenant (England) to determine their Contract either at the end of the initial period of the contract, or during a renewal period unless specific instructions are given by a Landlord. It must be made clear that should a Contract be renewed on a fixed basis; notice cannot be given until the expiration of the 6-month renewal period.
20. If the property is leasehold, you provide us with a copy of the ground lease/summary of the terms which must be brought to the attention of the Contract holder (Wales) or Tenant (England).
21. Please note that there is no cooling off period and that you can give us notice to end this contract at any time.
22. Rent Smart Wales regulation states the following licence condition on all agent licences:

The licensee must only act on behalf of Landlords of rental property(s) in Wales who have registered with Rent Smart Wales. The licensee must notify their client landlords about the requirements under Part 1 of the Housing (Wales) Act 2014. If after notifying a landlord of the need to register they have failed to do so within 12 weeks, the licensee must provide the name, correspondence information and the address in Wales for which they are the landlord and where the licensee acts on their behalf at, to Rent Smart Wales. It is the duty of the Agent to report all unregistered Landlords to Rent Smart Wales following the 12-week period.

If we are aware of any unregistered rental properties in Wales on a domestic tenancy, the details are required to be sent to Rent Smart Wales to investigate further. We will endeavour to contact you to alert you of this, however please note that the reporting functions are automatic and this may therefore not be possible. Please keep a note of the expiry of your registration and renew this as required.

24. Wingetts Complaints Handling Procedure is in accordance with the recommended procedure of the RICS and is available on our website or can be made available to the Landlord upon request. If you are dissatisfied with our response, you can refer the matter for review to the Property Ombudsman - www.tpos.co.uk.
25. I hereby acknowledge my consent in respect to Wingetts, collecting, using, storing and deleting my personal data for the purpose of my business relationship with them during and where necessary after the end of our business relationship (for example where there is a legal requirement to do so). We retain your personal data for a period of 7 years before it is destroyed in accordance with our Data Retention and Destruction Policy.

This consent also applies to the processing of my data by third parties with whom Wingetts LTD rely on for example our IT systems. Wingetts LTD will ensure that the data is processed in compliance with requirements of the European Union and local laws.

I myself have made available my personal data to this company. I am informed that I am entitled at any time to request an update of my data, information regarding the use of my data, as well as to withdraw the consent provided hereby and deletion of my data.

- (a) **LETTING FEE** - £450 including VAT

- (b) **MANAGEMENT** A Management Fee of 12% including VAT per month on all rentals collected

PLEASE COMPLETE AND RETURN

I/WE WISH WINGETT'S TO ACT ON MY/OUR BEHALF IN THE LETTING OF THE ABOVE PROPERTY AND ALSO TO ACT AS MANAGING AGENTS, AND CONFIRM THE FOLLOWING:

I/We will arrange for a Gas Safety Certificate (GSC) to be carried out and will forward a copy to Wingetts or will ask Wingetts to arrange this prior to Contract holder (Wales) or Tenant (England)s occupying the property in accordance with the Gas Safety Regulations 1998..

I/We will arrange for an Energy Performance Certificate (EPC) to be carried out and will forward a copy to Wingetts or will ask Wingetts to arrange this prior to Contract holder (Wales) or Tenant (England)s occupying the property in accordance with the Energy Performance of Buildings Regulations 2012. A copy of the EPC to be forwarded to Wingetts.

I/We will arrange for an EICR (Electrical Condition Report) to be carried out and will forward a copy to Wingetts or will ask Wingetts to arrange this prior to Contract holder (Wales) or Tenant (England)s occupying the property in accordance with the RHW16 Act, the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and the Landlord and Contract holder (Wales) or Tenant (England) Act 1985. A copy of the EICR to be forwarded to Wingetts.

I/We will ensure that all cabling, fuses and plugs are inspected and replaced, when necessary, with the correct rating and that all electrical appliances/electrical sockets are in safe working order.

I/We will arrange installation of a mains wired interlinked smoke alarm on each floor of the premises where there is a room used wholly or partly as living accommodation prior to Contract holder (Wales) or Tenant (England)s occupying the property or will ask Wingetts to arrange this.

I/We will arrange for carbon monoxide alarm/s to be in place in all rooms where there a fixed combustion appliance such as a wood burning stove, gas fire, gas hob, oil or coal burning appliance, portable gas heater, blocked flue or chimney etc or will ask Wingetts to arrange this.

I/We understand that as the person(s) responsible for the water systems within my/our property I/we have a legal duty to ensure that the risk of exposure of Contract holder (Wales) or Tenant (England)s to legionella is properly assessed and controlled in accordance with the Legionnaires' disease Part 2: The control of legionella bacteria in hot and cold-water systems Para 2.138 pg 45 HSG274 Part 2 2014).

I/We will obtain permission from the Mortgagee's to let the property, if applicable.

I/We will notify the insurers of the buildings and its contents that the property will be let.

I/We will ensure the property is in a clean and tidy condition prior to Contract holder (Wales) or Tenant (England)s occupying the property.

I/We understand my obligation to ensure the Contract holder (Wales) or Tenant (England)'s deposit is forwarded/registered with an approved government scheme with 14 days of receipt of the deposit (details as per Wingetts letting guide).

If any of the points are not complied with Wingetts do not accept any liability for loss or damage sustained during the course of letting.

I/We confirm that I/we have read and understood the attached Terms and Conditions and hereby authorise Wingetts to act on my/our behalf in the Letting and Management of property as per the above terms

I hereby acknowledge my consent in respect to Wingetts, collecting, using, storing and deleting my personal data for the purpose of my business relationship with them during and where necessary after the end of our business relationship (for example where there is a legal requirement to do so). We retain your personal data for a period of 7 years after the end of our relationship with you before it is destroyed in accordance with our Data Retention and Destruction Policy.

This consent also applies to the processing of my data by third parties with whom Wingetts LTD rely on for example our IT systems and our Contract holder (Wales) or Tenant (England) referencing agency. We may also pass your data to utility companies to assist in establishing utilities in your name at the property. Wingetts LTD will ensure that the data is processed in compliance with requirements of the European Union and local laws.

This contract will last for the duration of the tenancy.

Signed

Full Name(s)

.....

Property

.....

Forwarding Address

.....
Telephone No.

RENT SMART WALES REFERENCE NUMBER

Email..... Date.....

Please advise the name and address of who supplies the following services:

Gas.....
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Electricity.....
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Water.....
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Please advise us of the account into which you wish rental payments to be paid:

Bank/Building Society

Address

Sort Code

Account Name

Account No.