



TERMS OF BUSINESS

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

a) Lettings

1. take full details of your property and 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 the preparation required of the property to let.
3. provide marketing support for your property, in order to secure a satisfactory Contract Holder.
4. negotiate and agree with your approval of the terms of the letting.
5. carry out status enquiries with the applicant's Employer, Personal referee, and any prior Landlord, where possible, together with a Credit Search.
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 and other legal notices and documents to comply with current legislation, taking into account your specific requirements and instructions.
8. accept and forward to you the Contract Holder's deposit to be registered/insured within a Deposit Protection Scheme.
9. prepare an Inventory and/or Statement of Condition as required, to include photographs where applicable.
10. arrange for the transfer of utilities to the Contract Holder and establish the Council Tax or subsequent replacement tax in the occupier's name. No responsibility is taken for transfer of telephone connections.

b) Management

11. receive reports from Contract Holders with regard to maintenance and repairs for which you are responsible and instruct tradesmen to effect such maintenance and repair. Our duties in this respect are subject to being made aware of any problem arising.
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.

NOTE: Should a maintenance or repair task exceed your authorised limit of £75 we will seek your instructions, if possible.

In the event of an emergency, however, 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.

13. make periodic inspections of the property 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 Holders are observing the conditions of the agreement and that in all respects the property appears to be well cared for by the Contract Holder.
14. 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 deposit in order to compensate you for such dilapidations. Fair wear and tear obviously being taken into account.
15. arrange for the transfer of utilities excluding telephone connection.
16. seek new Contract Holders where applicable in order to ensure continuity of occupancy prior to your return to take up residency.

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.

Please note – 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 by a Contract Holder, 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.

c) 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 that you will approve of everything done by us in good faith except for negligent acts, omissions or breach of contract.
19. We will obtain a deposit from the Contract Holder and hold it as stakeholder. This means that before any deposit monies can be apportioned after the legal end of the Contract, we require written agreement from both Contract Holder and landlord. We retain deposits in the Wingetts Rent Clients Deposit Account at Barclays, High Street, Wrexham which is a non-interest-bearing Account.

If a Contract Holder 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.

20. It will be assumed unless advised otherwise, that landlords will be prepared to renew the Occupational Contract following the expiration of the initial term. Accordingly, Contract Holders will be offered the right to renew the Contract on a month-to-month basis. 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 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.
21. 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.
22. You have the right to cancel the agreement within 14 calendar days from the date of signing our terms and conditions, if signed away from the premises. If we have committed expenditure or undertaken work, you agree to reimburse us with those costs and expenses.

23. 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.

24. Wingetts Complaints Handling Procedure is in accordance with the recommended procedure of the RICS and 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.

- (a) **LETTING FEE** - £400 including VAT
- (b) **MANAGEMENT** A Management Fee of 10% per month including VAT on all rentals collected

Signed

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Full Name(s)
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Property
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Forwarding Address
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Telephone No.
Email..... **Date**.....

PLEASE COMPLETE, DETACH AND RETURN ONE OF THE FOLLOWING STATEMENTS TO CONFIRM WHETHER OR NOT YOU WISH US TO MANAGE THE PROPERTY ON YOUR BEHALF STATEMENT

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 prior to Contract Holders occupying the property in accordance with the Gas Safety Regulations 1998. A copy of the GSC to be forwarded to Wingetts.

I/We will arrange for an Energy Performance Certificate (EPC) to be carried out prior to Contract Holders 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 prior to Contract Holders 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 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.

I/We will arrange to fix a carbon monoxide alarm 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, blockedflue or chimney etc

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 Holders 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. A copy of the letter confirming permission will be forwarded to Wingetts.

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 Holders occupying the property.

I/We understand my obligation to ensure the Contract Holder'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 the afore mentioned property, as per fees stated of a letting fee of £400 including VAT together with a management fee of 10% including VAT if rents collected. It is agreed that they will collect rents where due and may take any necessary actions on my/our behalf in the maintenance of the subject property.

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 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

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Full Name(s)

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Property

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Forwarding Address

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Telephone No.

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

STATEMENT

I/WE WISH WINGETT'S TO ACT ON MY/OUR BEHALF IN THE LETTING ONLY OF THE ABOVE PROPERTY AND DO NOT WISH THEM TO ACT AS MANAGING AGENTS, AND CONFIRM THE FOLLOWING:

I/We will arrange for a Gas Safety Certificate (GSC) to be carried out prior to Contract Holders occupying the property in accordance with the Gas Safety Regulations 1998. A copy of the GSC to be forwarded to Wingetts.

I/We will arrange for an Energy Performance Certificate (EPC) to be carried out prior to Contract Holders occupying the property in accordance with the Energy Performance of Buildings Regulations 2012. A copy of the EPC to be forwarded to Wingetts.

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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.

I/We will arrange to fix a carbon monoxide alarm 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, blockedflue or chimney etc

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I/We will ensure the property is in a clean and tidy condition prior to Contract Holders occupying the property.

I/We understand my obligation to ensure the Contract Holder'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 only of the under mentioned

property, as per fee stated of £400 including VAT.

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 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

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Full Name(s)

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Property

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Forwarding Address

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Telephone No.

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E-Mail

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Date

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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

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Sort Code

Account Name

Account No.

Signed

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Full Name(s)

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Property

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Forwarding Address

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Telephone No.

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E-Mail

..... **Date**.....