

# Residential Property Letting Service


## Fully Managed or Tenant Find Only

## Our Terms of Business

**Whitton & Laing Lettings**  
**20 Queen Street**  
**Exeter**  
**EX4 3SN**

**Email:** [lettings@whittonandlaing.com](mailto:lettings@whittonandlaing.com)  
**Website:** [www.whittonandlaing.com](http://www.whittonandlaing.com)  
**Telephone:** 01392 285060

Regulated by  a globally recognised professional brand providing Client Money Protection

Licensed by  to ensure our staff operate to professional industry standards

Version: 09.23



Thank you for instructing Whitton & Laing to find a tenant for your property. Please read our terms and conditions and complete the required information when you are happy to proceed. If you have any questions, please call us on 01392 285060

1. In this agreement, 'We' means Whitton & Laing whose registered office is at 20 Queen Street, Exeter, EX4 3SN. 'You' means the person(s) whose name(s) and address appear as owners in this Agreement. 'The property' means the room, flat or house of which there is a brief description. Please note that Clauses 12 to 19 apply only if we are to manage the property for you as well as arrange the initial letting.

The terms of the agreement set out in this document will constitute a binding legal contract and by signing the agreement you agree to comply with the terms and conditions. If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing. This agreement is set out to comply with the requirements of the Provision of Services Regulations 2009 SI 2999.

Appraisal, Marketing and Finding Tenant/s

2. Valuations for letting purposes only, are on a free, no obligation basis. If instructed, we will agree the viewing arrangements with you and make appropriate arrangements with any existing occupier/s.

3. We will advertise (via various web sites) and circulate details of the property to all appropriate applicants available to us and if requested, erect a letting board.

4. We will, from amongst the applicants we have, select (where possible) a shortlist which we will then discuss with you. When you have chosen the best applicant, we will take up references as far as we reasonably can. This will normally include employer reference, personal reference and landlord reference (where applicable). We will also carry out Credit Referencing. If appropriate, we shall try to arrange a guarantor. Although we make these checks, they cannot be foolproof and we shall not be liable to you in any way for any default of the tenant at any time.

It is agreed that the agent will carry out any checks required under the Immigration Act on the proposed tenants and any permitted occupiers at the start of or prior to the commencement of the tenancy and any follow up checks where the tenant has a limited right to rent. 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.

5. We will, when a letting is arranged, prepare a Tenancy Agreement and this will be sent to both parties for you to electronically sign so you are aware of what your rights and liabilities are. The agreement will provide for any notices needed under the Housing Acts to reflect what you tell us about your circumstances. The agreement will not under normal circumstances be sent for stamping and although it will still be legally binding on all parties, it may need to be stamped before it is admissible as evidence in court (depending upon the level of rent).

6. We will also arrange for the preparation of an Inventory/Schedule of Condition costs as below.

The fees for providing Inventory/Schedule of condition for both managed and non managed tenancies incl VAT are:-

Unfurnished:	1 bed	£108.00
	2 bed	£132.00
	3 bed	£156.00
	4 bed	£180.00
	5 bed	£204.00

Furnished:	1 bed	£144.00
	2 bed	£180.00
	3 bed	£216.00
	4 bed	£252.00
	5 bed	£288.00

All additional rooms charged at £18.00

This will be emailed to the tenant at the start of the tenancy. **NB: A comprehensive Inventory/Schedule of Condition is an essential document for the start of any tenancy to help resolve any dispute at the end of a tenancy.**

Note: On a non managed tenancy if you are providing your own Inventory/Schedule of Condition you will need to let us have a copy for approval before the tenancy commences. We would not protect a deposit on a non-managed basis without a comprehensive Inventory/Schedule of Condition.

7. You will ensure that you have the right to let the property. We will not be liable for making sure that you have good title to the property or that letting is not prohibited by your deeds. If you have a mortgage or legal charge over the property, or if your property is leasehold, it will be up to you to find out whether you need the lender's and/or landlord's consent to let the property and to get any consents needed. You will also be liable for ensuring that



your property and contents insurers are informed of the letting and for taking any steps they may require.

You must ensure that the property and any items in it comply with all relevant regulations e.g., as to the inspection and safety of gas or oil appliances, electrical installation, energy performance, smoke alarms, carbon monoxide alarms or the fireproofing of furniture. You will be responsible for checking that the electrical wiring and all electrical appliances left at the property are safe and in good working order. We can of course advise and arrange approved contractors for checks at extra cost.

Additionally, you are responsible for making sure that the property itself is safe and in a habitable condition and any unusual hazards (e.g. ponds, pools etc) are notified to us or the tenant in writing. You will indemnify us against any liability to any third party. We recommend a mains wired smoke detector system.. A carbon monoxide alarm must be installed in rooms where there is a fixed combustion appliances such as boilers and gas heaters.

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 unless this loss arises as a result of the agent's own negligence or breach of contract.

Payment of Council Tax will normally be the responsibility of the tenant/s 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.

The agent will use reasonable endeavours to take meter readings at each change of occupation and where necessary, inform the utility companies of these readings and change of occupier. In many cases, service suppliers require that the new occupiers formally request and authorise the service and it is not possible for the agent to do this on the landlord or tenants behalf. Landlords should take care to inform all parties of their new address if applicable as it is not always possible to rely on tenants to forward mail.

8. We will collect from the tenant at completion, the first rental payment and after clearance and the start of the tenancy, pay the balance due to your chosen account, usually via BACS transfer with an accompanying detailed statement. On a managed tenancy funds are generally transferred by the 15<sup>th</sup> of each month.

We will collect a deposit, usually 1 months rent or as agreed with you (up to a maximum of 5 weeks rent) which we will hold as Stakeholder (TDS Insured Scheme) or pass to your deposit holder in accordance with Tenancy Deposit Legislation. When the tenancy ends, it will be repaid to the tenant or as the tenancy

protection legislation requires. We shall not be liable to pay any interest on any sums held in our clients account nor do we pass any bank charges onto clients Please note that we will only hold the deposit as stakeholders at no extra cost if we are managing the tenancy of the property. If we are not managing the tenancy we can hold the deposit as stakeholder for an additional fee of £60.00 incl VAT. If a dispute arises additional fees may be payable. We can hand the deposit over to the landlords approved Tenancy Deposit Scheme on a non managed property. Clients Money is held in our Lettings Client Account at Lloyds TSB Bank, 234 High Street, Exeter. This is an account, which may pay Whitton & Laing interest with multiple payments adding up to a significant sum. This interest is retained as an additional fee charge.

**LANDLORD DEPOSIT PROTECTION.** Where the agent is providing a let only service without deposit protection it will be the landlord's responsibility to protect the deposit, as required by law, and the landlord agrees to provide evidence to the agent that the deposit has been protected and the correct information has been provided to the tenant and any other relevant person. A valid notice seeking possession under S21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected unless the deposit has been returned to the tenant or court proceedings relating to the return of the deposit have been disposed of. A tenant or any relevant person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, where the landlord (or someone acting on the landlord's behalf) has failed to protect the deposit, failed to provide the Prescribed Information or failed to comply with the initial requirements of the authorised scheme.

**End of Tenancy.** Where the agent has protected the deposit on behalf of the landlord the agent will liaise with the landlord at the end of the tenancy to ascertain what (if any) deductions should be made from the deposit and liaise with the tenant regarding any deductions. The agent will assist in resolving any dispute between the landlord and the tenant on a managed tenancy and arrange for the return of the deposit to the tenant less any deductions agreed. Where the deposit has been protected in one of the statutory tenancy deposit schemes and a dispute cannot be resolved the matter will be referred for adjudication under an Alternative Dispute Resolution (ADR) process within the scheme. The landlord authorises the agent to pay to the scheme as much of the deposit as the scheme requires the agent to send. The agent will contact the landlord to keep him informed, but the agent will not need to seek the landlord's further authority to send the money to the scheme.

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

#### **TENANCY DEPOSIT DISPUTES:**

The agent will attempt to resolve any deposit disputes between the landlord and the tenant by negotiating with the tenant on behalf of the landlord on a managed tenancy. 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. The landlord may instruct the agent to deal with the adjudication and the agent will charge for the time incurred in doing so on an hourly basis previously agreed.

9. You will pay us in the event and at the time of completion of a tenancy for non-management the sum of £600.00 incl VAT (plus other charges as listed if required) OR £240.00 incl VAT if we are to manage the tenancy after completion of the tenancy plus Inventory/Schedule of Condition charges. Any additional charges there may be which if applicable will be agreed separately in writing with you. We may deduct those amounts from rent monies received by us from the tenant. VAT will be added to any sums payable under this agreement if we are obliged by law to charge it. If we are instructed by you to market the property but you subsequently find a tenant directly or via another agent, we reserve the right to charge a fee of £300.00 incl VAT to cover our administration costs and advertising expenses. Inventory costs of £108.00-£288.00 as listed incl VAT dependant on size of property and whether furnished or unfurnished.

#### **EXTRA SERVICES AVAILABLE FOR TENANT FIND**

- i. Holding and registering deposits in accordance with deposit legislation £60 incl VAT
- ii. Amending Tenancy Agreements during Tenancy £120 incl VAT
- iii. Rent reviews including statutory paperwork £90 incl VAT
- iv. Inspections to include feedback £90 incl VAT
- v. Serving Notice to Quit statutory paperwork £90 incl VAT
- vi. Check out fee £120 incl VAT

#### **INVENTORY/SCHEDULE OF CONDITION CHARGES FOR MANAGED AND NON MANAGED TENANCIES**

Unfurnished:	1 bed £108 incl VAT, 2 bed £132 incl VAT, 3 bed £156 incl VAT, 4 bed £180 incl VAT, 5 bed £204 incl VAT
Furnished	1 bed £144 incl VAT, 2 bed £180 incl VAT, 3 bed £216 incl VAT, 4 bed £252 incl VAT, 5 bed £288 incl VAT. Additional rooms £18 incl VAT

#### **LETTING ONLY SERVICE:**

Where the landlord does not wish the agent to undertake full management (the Standard Management Service), the agent can provide a Letting Only Service. The landlord would remain responsible for all other aspects of the letting including the maintenance of the property and any gas and electrical appliances although all legal documentation is required for the start of the Tenancy.. The landlord would remain responsible for complying with the deposit protection requirements of the Housing Act 2004 and must provide the agent with written confirmation of this together with a

copy of the Certificate. The Letting Only Service Fee is payable at the commencement of the tenancy and will be deducted from monies received by the agent on the landlord's behalf. If the tenant leaves prior to the end of the term of the tenancy the landlord shall not be entitled to reimbursement of any fees paid.

#### **LETTING ONLY SERVICE PLUS DEPOSIT PROTECTION:**

Where the landlord requires the agent to deal with his legal responsibilities for the protection of tenancy deposits under the Housing Act 2004, the additional fee will be charged in addition to the letting only fee. The landlord must indemnify the agent for any losses suffered by the agent as a result of the landlord's failure to comply with the deposit protection requirements of the Housing Act 2004.

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by a good inventory and condition report from the outset. The agent will prepare an inventory for the property and a charge will be made for this, the cost of which will depend on the size of the inventory and the property. The standard inventory will include all removable items in the property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the agent, need regular checking. Landlords should not leave any removable articles of substantial value in the property without prior arrangement with the agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.).

10. If the landlord's place of residence is outside the UK, we are liable under the Income Tax Act 2007 and Non Residents Regulations 1995 to deduct basic rate tax from the rent after expenses and forward this to the Inland Revenue unless a valid Exemption Certificate is provided to us (not transferable between Agents). Landlords can apply to have the rent paid without the deduction of tax and we can offer advice and assistance in this matter if applicable. We may be required also from time to time to provide the Inland Revenue with details of all landlords for whom we acted and gross rental income.

Where this agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or other consumer contract legislation) the landlord agrees to repay any reasonable costs incurred by the agent in carrying out his duties before the cancellation of the contract

The landlord agrees to indemnify the agent for any loss, damage, penalty or fine (whether civil or criminal) or associated costs suffered as a result of the agent providing services to the landlord, except where this is attributable to the negligence of the agent.

The landlord agrees that any work carried out by the agent for the landlord beyond that set out in this agreement, which is within the scope of the agent's general authority, will be charged at an hourly rate previously agreed.

#### **Additional Services**

11. Whitton & Laing are a Designated Professional Body via RICS in relation to financial services and can introduce clients to





Brokers who will advise on a policy for contents/buildings insurance or rent guarantee. Whitton & Laing may earn an introducers commission on these policies in accordance with legally acceptable levels.

#### If we are to Manage the Tenancy

12. We will arrange for the rent from the tenant to be paid into our Client Account. We will maintain fully computerised records of all payments and if any payments are late, we will use our best endeavours to get payment from the tenant. We shall account to you for any payments received (less any sums due back from you to us or as agreed) as soon as reasonably practical after they have been cleared into our bank account usually on/around 15th of each month.

#### INSPECTIONS:

Under the Standard Management Service, the agent will make reasonable endeavours to carry out inspections regularly. Such inspections do not constitute a formal survey of the property, nor will the agent check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens) to the extent that they are visible to the agent without moving the tenant's possession.

Following the departure of tenants, a final inspection of the property is usually carried out by the agent. 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. The agent will endeavour to report any apparent deficiencies or dilapidations to the landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values.

13. We will visit the property at the start and end of the tenancy and from time to time if the need arises or if there is any emergency. We will report any problems to you and agree with you whether any works need to be done to the property. If we find any default on the tenant's behalf, we will write to the tenant to advise of that and to require remedial action. No extra charge is made for these visits.

14. We will act as your agents in arranging any works to the property, which may be agreed as necessary. Further, you hereby authorise us in circumstances where you cannot be contacted, to arrange for works to the property up to a maximum overall cost (incl VAT) of £200.00 at our sole and absolute discretion. Where there is an emergency and you cannot be contacted this limit can be extended to protect the property and the tenant in the short term. We will arrange contractors if required or will instruct contractors of your choice. The charges of any such contractors will be payable by you (whether arranged through us or not) and we shall have no contractual obligation to them but we shall be

entitled to deduct any amounts properly due to them from any monies held by us on your behalf. The landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the agent.

NB – We do NOT add any handling charges to contractors' invoices

15. We will deal with any routine queries regarding the property or the tenancy and will liaise as necessary with the local authority (including the Housing Benefit Dept) and the various utility companies. We will promptly advise you of any matters thus arising which need to be brought to your attention and will advise and guide you accordingly.

#### HOUSING BENEFIT:

The landlord undertakes to re-imburse the agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit (or the Department of Work and Pensions with respect to Universal Credit), or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the agent continues to be engaged to let or manage the property under this agreement.

16. We will prepare and serve any notices, which may be necessary during a managed tenancy including notices that you require to recover possession and any notices to quit. We will also advise on any legal requirements.

**Agreements signed away from the Agents office.** Where the landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the agent's office;
- at the agent's offices but following a meeting between the parties away from the agent's offices; or
- without meeting face to face at all.

The landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') of the date of this Agreement. A cancellation notice is available at the end of this Agreement. Where the landlord waives his right to cancellation (see clause 26 below) by agreeing to the agent carrying out works immediately following the date of this Agreement he will be responsible for any reasonable costs incurred by the agent in carrying out their duties if the landlord cancels this contract during the 'cooling off' period.

17. Where the rent is being paid direct to us from local authorities, you authorise us to collect this on your behalf. If a tenant makes a false claim for housing benefit and the rent is being paid direct to us, this money may be reclaimed by the local authority involved. If such an event arises, you will refund to us any money that has been paid to you in rent upon request from ourselves in respect of false claims from the tenant.



## **SAFETY AND ENERGY PERFORMANCE REGULATIONS:**

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

The letting of property is now closely 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 (as amended) apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998 & 2018
- Electrical Equipment (Safety) Regulations 1994, 2016 & 2020
- Plugs and Sockets (Safety) Regulations 1994
- Energy Performance (min rating E)
- Housing & Health Safety Rating System
- Fire Safety Regulations
- Legionella

The landlord confirms that they are aware of these obligations and that the agent has provided sufficient information to assist with compliance. 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. Under the standard management service, the agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The landlord agrees to repay the agent's costs incurred including any expenses or penalties (whether civil or criminal) that may be suffered as a result of non-compliance of the property to fire and safety appliance standards.

Where the landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties. The landlord confirms that they are aware of these duties and that the agent has provided sufficient information to assist with compliance.

Landlords must ensure that a valid Energy Performance Certificate (EPC), where required, is made available free of charge to any prospective tenant at the earliest opportunity and in any event no later than the commencement of the tenancy which ever is the earlier of:

- (i) the first time the landlord makes available to the prospective tenant any written information about the building; or
- (ii) at the time which the prospective tenant views the building.

Where the Landlord does not have a valid EPC for the property the agent may arrange via a third party the cost of which will be covered by the Landlord. A valid EPC must be available on the EPC register before a property is marketed and continue to be valid for the term of the tenancy.

The landlord must ensure that a Gas Safety Certificate (as applicable) and satisfactory Electrical Installation Condition Report is provided to the tenant prior to their occupation of the property. Where the landlord does not have a valid Gas Safety Certificate or satisfactory Electrical Installation Report for the property the agent will obtain this and the landlord will reimburse the agent for the full cost of arranging as agreed.

18. We can provide leaflets on insurance against both losses of rent and legal fees for evicting a tenant if they default on the rent. We can also provide leaflets on contents and buildings insurance under Designated Professional Body Rules

19. You will pay us 12% or 15% incl VAT (dependant on whether we forward monies to you monthly or quarterly) of the rent due per property and recoverable during the tenancy. We can deduct any such sums from any rents or other monies received.

### **INSTRUCTIONS:**

It is agreed that any instructions to the agent from the landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the agent in writing.

### **INSURANCE:**

The landlord shall be responsible for the property being adequately insured and that the insurance policy covers the situation where the Property is let.

This Firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry out insurance distribution activity which is broadly advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Royal Institution of Chartered Surveyors (RICS). The Register can be accessed Designated Professional Body Rules via the Financial Conduct Authority website [www.fca.org](http://www.fca.org).

20. Either you or we can end this management by not less than one month's written notice.

21. This agreement may only be assigned or transferred in whole or in part with the written consent of the other party thereto, and such assignment or transfer shall be varied only after written notice to that effect has been given

22. We will not be obliged to issue court proceedings or other forms of enforcement against any tenant and we will not be liable for any failure of the tenant to make any payment or perform any terms of the tenancy agreement. In the event that legal proceedings are necessary we will if requested, liaise with relevant solicitors. We can arrange legal representation if needed or you are free to instruct solicitors of your choice.



23. It has been our experience over many years that landlords and tenants are happy with our service and the fair, unbiased viewpoint which we are able to provide. If you instruct us we look forward to a good long working arrangement with you. However, Whitton & Laing have a complaints handling procedure and are members of The Property Ombudsman. If you have reason to make a complaint please ask for a copy of our Complaints Handling Procedure. Whitton and Laing is regulated by RICS and licensed by ARLA.

24. We are members of The Tenancy Deposit Scheme:

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN.

Tel: 0845 226 7837 / Web: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com) / fax: 01422 253 193.

We have full Client Money Protection with The Royal Institution of Chartered Surveyors & ARLA Propertymark.

25. You have the right to cancel this contract within 14 days of the signed date (cooling off period).

Please complete all white boxes please call us on 01392 285060 if you have any questions.

#### KEEPING RECORDS AND DATA PROTECTION:

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. Where the Landlord processes and stores any personal details of the Tenant (for example, where the agent is instructed on a let only basis and the landlord is managing the Property) the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.

#### ABOUT THIS AGREEMENT:

No amendments or variation to this Agency Agreement will have any contractual effect unless agreed by the parties in writing. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and each of the parties submits to the exclusive jurisdiction of the courts in England and Wales.

This Agency Agreement constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties but this will not affect any obligations in any such prior agreement which are expressed to continue after termination. In the event that any part of this Agreement is held to be void or unenforceable it will be severed from the Agreement and the remainder of the Agreement will continue in force to the fullest extent possible.

Full names  
of all legal  
owners

Please include photographic id for all owners



Your address & postcode  
(where documents can be  
sent)

Home no.

Mobile no.

Email address/s

Address & postcode of  
property to be let

Which service would you  
like? (please tick one)

Letting & Management  
service

Tenant Find Only

Deposit registration

Inventory/Schedule  
Of condition

If Letting & Management service, would  
you like to receive rent...

monthly  
(15% incl vat)

quarterly  
(12% fee incl vat)

Bank account to be  
credited

Bank name





Account name & no.		Sort code	
<p>We are not legally permitted to market your property until the 14 day cancellation period has expired, unless you give us specific written permission to do so. Please tick how you'd like us to proceed.</p> <p> <input type="checkbox"/> <b>Begin</b> immediate marketing of my property         <input type="checkbox"/> <b>Do not begin</b> immediate marketing of my property       </p> <p>If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include the expenses incurred in production of brochures and advertising any other reasonable costs. Where we introduce or have negotiations with the ultimate tenant of the property before you exercise your statutory right to cancel the contract, this contract will be deemed to have been fully performed and the agreed agency fee would be due, notwithstanding that cancellation took place.</p> <p><b>Now please sign to show you accept the conditions above and return with photographic id for all owners</b></p>			
Signature 1		date	
Signature 2		date	

The right to cancel only applies if the Landlord enters into an agreement with the Agent where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

#### Notice of the Right to Cancel

#### ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013***

##### **Information for Landlords:**

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days after the day on which this contract was entered into.

To exercise the right to cancel, you must inform the Agent at *[Insert address, tel, fax and email]* of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.



### Effects of cancellation

If you cancel this contract, the Agent will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which the Agent was informed about your decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. However, if you requested that the Agent begins the performance of services during the cancellation period, you shall pay an amount which is in proportion to what has been performed until you have communicated to the Agent your cancellation of this contract, in comparison with the full coverage of the contract.

If you wish to cancel this contract you may use this form if you wish, but you do not have to.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

To: \_\_\_\_\_ *[Insert Agent's name, address, fax number and email address]*

I/We\* hereby give notice that I/we\* wish to cancel my/our\* contract for (property address)

.....

.....

Signed.....

Name and Address .....

.....

Date.....

*\* delete as appropriate*

### GENERAL DATA PROTECTION REGULATIONS

- 1.1 By entering into this agreement with us you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately facilitate the successful rental and/or property management services.
- 1.2 The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information -
  - Names and addresses
  - Contact telephone numbers
  - Email addresses
  - Personal identification information and documentation
  - Bank details
  - Information about the property



- 1.3 In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.
- 1.4 We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.
- 1.5 Your information will not be passed to a third party not listed in clause 1.6 without obtaining your consent.
- 1.6 Specifically, we will hold and use your information in the following manner

**Identification Details** – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

**Prospective Tenants** – Basic information about your property will be held. This information will include the property details we produced and any information you provide to us in a property information questionnaire. It will be provided to anyone who makes an enquiry about potentially viewing or letting your property.

**Viewings** – We will organise viewings on your behalf, to suit you, the viewer and any tenant who may be residing at the property. Where we are conducting the viewing for you, it is important that you check your property prior to the viewing to ensure that any personal information you would not wish a viewer to see is removed.

**Negotiating with prospective tenants** – We will negotiate with prospective tenants. This process will involve providing potential tenants with relevant personal information to facilitate a successful negotiation.

**Tenancy Applicants** – We will deal with applicants to ensure we provide you with appropriate information to decide on the acceptability of the applicant. This will involve providing you with relevant and necessary personal information about the applicant. You should ensure that you treat any information we provide to you as confidential and it must not be passed on or shared with any other person or business.

**Tenants** – Once a tenancy is agreed we will provide the tenant with your personal contact information, as there is a legal requirement to do this.

**Sub-Contractors** – We may sub-contract out some of the services we provide to you under this agreement, such as photography, accompanied viewings, erection of TO LET boards, inventory checks and property inspections during tenancies. A list of the third party sub-contractors is available on request.

**Contractors** – We hold a list of preferred contractors who we may use to provide services to you at the property we are marketing and/or managing. We may obtain estimates / quotes for work from these contractors and we may instruct them to carry out work on your behalf. To do this we will provide the appropriate personal information they need to provide the required services. A full list of these contractors is available upon request.

**Utility suppliers** – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.

- 1.7 Your details may be added to our mailing list and we may send you information regarding other relevant services we can provided to you. You will be able to unsubscribe to these emails at any time.
- 1.8 We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us should they believe they have a claim is 6 years.



1.9 If you would like to contact us regarding any data issue, please contact **Alison Whitfield** on telephone number **01392 285060** or email **[a.whitfield@whittonandlaing.com](mailto:a.whitfield@whittonandlaing.com)**

1.10 You have the following rights relating to the information we hold on you –

- a The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
- b The right to be informed;
- c The right of access;
- d The right to rectification;
- e The right to erasure (also known as the 'right to be forgotten');
- f The right to restrict processing;
- g The right to data portability;
- h The right to object.

1.11 **Time periods** – We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us, should they believe they have a claim, is 6 years.

More information on how we hold and process your data is available on our website – **[www.whittonandlaing.com](http://www.whittonandlaing.com)**

More information on your rights is available at [www.ico.org.uk](http://www.ico.org.uk)

