

**frost & co**  
PROFESSIONAL LETTINGS

**INFORMATION FOR LANDLORDS  
INCLUDING CLIENT CONTRACT  
AND TERMS OF BUSINESS**

**Katie Ticehurst MARLA**

Director

Katie has over 14 years' experience in Residential Lettings in BH14 and is a local lettings expert!

Katie is responsible for the running of the office and overseeing each department.

[katie@frostandco.net](mailto:katie@frostandco.net)



**Simon Vella MARLA**

Lettings Manager

Simon has a wealth of experience in residential lettings in Bournemouth, Poole and London. Simon will manage the initial lettings process from valuation, viewings and tenant selection, referencing and key collection.

[simon@frostandco.net](mailto:simon@frostandco.net)



**Denise Rowell**

Lettings and Accounts Administrator

Denise is an integral part of the team with extensive experience in the industry. Denise supports the team by completing all aspects of Accounts and Administration from production of tenancy documents, coordinating move ins, renewals, and daily rent collection and payments.

[poolelettings@frostandco.net](mailto:poolelettings@frostandco.net)



**Jackie Bryer - Ash**

Property Manager

Jackie has worked in property management for the last 15 years and has gained experience from both commercial and residential let properties. Having been a multi landlord herself, Jackie likes to work very closely with her landlords managing the maintenance and compliance of their portfolios.

[pm@frostandco.net](mailto:pm@frostandco.net)



**Alex Hall**

Lettings Negotiator

Alex is a dedicated letting agent with a passion for facilitating seamless property transactions. Based in the vibrant coastal town of Bournemouth, she brings a wealth of local real estate knowledge to every client interaction. Beyond the office you will find her exploring Bournemouth's scenic locales on walks and indulging in a good book.

[alexandra@frostandco.net](mailto:alexandra@frostandco.net)



At Frost & Co Professional Lettings, we are dedicated to providing a high quality lettings service focusing on customer care. We understand that letting your property can be a stressful time, especially if you are not receiving the right advice, we therefore aim to guide you through the process one step at a time using our knowledge and expertise to provide an efficient and honest service, supported by our advanced technological systems and knowledge of the latest legislation.

Operating from our dedicated Lettings office in Ashley Cross, Parkstone; our personable approach encourages our landlord clients to utilise our lettings and property management experience and we make sure that each and every rental property portfolio delivers as it should, ensuring that reliable long term returns are achieved on an on-going basis.

Frost & Co Professional Lettings are proud to be licensed members of The Association of Residential Letting Agents (ARLA). As well as being members of The Property Ombudsman and Safe Agent offering peace of mind that we operate to the highest possible standards within the lettings industry.

**This pack provides you with some tips and advice to help you let your property successfully** and includes our Client Contract and Terms of Business for your perusal. Should you instruct us you will receive an Acceptance & Property Information Form for completion.



## SCHEDULE OF SERVICES AND FEES

OUR LETTINGS SERVICES	Full Management & Protect	Full Management	Let Only
Visit the property and supply of a rental valuation by an experienced and qualified member of the team	✓	✓	✓
Advising on current legislation and legal aspects of letting	✓	✓	✓
Advertising and marketing of the property, accompanied viewings, contract negotiation. Detailed Tenant checks and referencing including Right to Rent Checks	✓	✓	✓
Prepare the property for letting including arrangement of works such as redecoration, professional cleaning etc (cost of which will be charged accordingly)	✓	✓	
Drafting and issue of tenant documents (via Rign)	✓	✓	✓
Advise of your legal obligations and arrange required certification when instructed (and paid) to do so	✓	✓	✓
Arrangement of professional inventory (Completed by a third party) *Inventory charged as per fee schedule	✓	✓	✓
Collection of initial rent and deposit from the tenant	✓	✓	✓
Collection of monthly rent from the Tenant and transferred to you	✓	✓	
Rent and Legal insurance *subject to the Tenant meeting the reference criteria	✓		
Transfer of deposit to the Landlord to register with their chosen scheme within 30 days of agent receipt			✓
Arrangement of required maintenance/annual safety certification Including dedicated Property Manager and emergency out of hours number	✓	✓	
Key holders	✓	✓	
Periodic, photographic property inspections	✓	✓	
Renewal negotiations including arrangement of rent increases. Preparation of renewal documents. *Renewals are charged as per the fee schedule	✓	✓	
Advice and service of notices if/when required. *Legal notices are charged as per the fee schedule	✓	✓	
At the end of the tenancy we will arrange a check out, review the report and arrange deposit return. *Check out charged as per fee schedule	✓	✓	
General advice and legislative updates throughout the tenancy	✓	✓	

**Full Management & Protect** 15.6% of the monthly rent inclusive of VAT

**Full Management** 12% of the monthly rent inclusive of VAT

A Tenancy setup fee of £420.00 inclusive of VAT applies to each of these services to include marketing, tenant referencing, right to rent checks, administration and compliance checks and Deposit registration.

**Let Only** 90% of the agreed first months rent inclusive of VAT  
(Subject to a minimum fee of £720.00 inc VAT)

## ADDITIONAL FEES

	FEES INCLUSIVE OF VAT
Renewal Fee For the negotiation, preparation and issue of renewal documents	£180.00
Landlord use of own Tenancy Agreement If a Landlord wishes to provide and use their own tenancy agreement	£90.00
Copy Tenancy documents/statements (Electronic copy)	£30.00
Copy Tenancy documents/statements (Hard copy)	£60.00
Annual Accounting Statement	£90.00
Non Resident Landlord Tax accounting return	£60.00 per quarter
Key cutting arrangement fee	£60.00
Call out Fee Applied when meeting Landlord own tradesperson or delivery	£60.00
Arrangement of EPC, LGSR, EICR, LRA, Inventory – outside of tenancy OR for LET ONLY Landlord's	£30.00
Change of Landlord Bank Details	£90.00
Service of Notice/s (Section 48, 47, S8, S13, S21)	£90.00
Arrangement and Management of maintenance over £500	12% of total invoice
Smoke and Carbon Monoxide Alarm Testing (on tenancy start date)	£30.00
Deposit Dispute evidence collation and submission (managed lets only)	£180.00
Liaising with solicitors on behalf of the Landlord	£60.00 (per correspondence)
Court appearances on behalf of the landlord	£300.00
Additional / Let Only Inspection	£60.00
Administration fee for the management and liaising with insurance schemes such as Home Serve and British Gas Homecare etc	£60.00 annually
Processing Insurance Claims	£180.00
Let Only Tenancy Health Check to include rent review and compliance check. NB – any notices or legal documents required will be charged additionally	£240.00
Administration fee due payable in the event you, the landlord withdraw from the letting	£240.00

## INVENTORY AND CHECK OUT CHARGES

– Prices inclusive of VAT

Completed by professional, independent inventory clerks, Verismart Inventories

SIZE	UNFURNISHED	FURNISHED
Studio	£52.80	£66.00
1 bedroom	£66.00	£79.20
2 bedroom	£78.00	£91.20
3 bedroom	£90.00	£110.40
4 bedroom	£114.00	£141.60
5 bedroom	£141.60	£181.20
6 bedroom	£154.80	£222.00
N.B. some properties may incur an extra room charge (e.g utility room) £10 per room		

Check Out fees are due at the end of the tenancy, deducted from the final rent payment for managed properties for Tenant Introduction Landlord's must pay at the time of booking.

## TESTIMONIALS

*I first met Katie Ticehurst of Frost and Co in September 2015. Since then she has managed my property and took on another property the following January.*

*Katie and her team have been very professional and helpful whenever I had to contact them about anything regarding my rental properties.*

*I have always had my rental money and statements on time every month.*

*Nothing is too much trouble to them. I would highly recommend them and the company they represent.*

**J Moxey**

*We have been using Frost Lettings for a number of years and thoroughly recommend them.*

**Mr & Mrs Trisconi**

*I have no hesitation in recommending Frost & Co.*

*The service we have received has been exceptional. All the staff are helpful, open and honest in the advice given and they could not have been more proactive and professional on our behalf - we have always found them to be a pleasure to work with.*

*I cannot praise them enough for the help they have given us over the years. Not only have they always managed to let our property very quickly, but whenever we have needed advice on finding good tradesmen for occasional repairs, they have provided a prompt and efficient response. They are willing to go the extra mile that some other lettings agents don't seem to want to.*

*They give a genuinely personal service. I would highly recommend them.*

**Mr Foulkes**

*Having used various estate agents in different contexts, Frost & Co was a breath of fresh air in letting our property. Katie was professional, flexible and proactive without being pushy – highly recommended.*

Mr Hughes



## General Authority

The landlord confirms that he/she is the sole or joint owner of the property and that he/she has the right to let the property under the terms of the mortgage and headlease.

The Landlord will provide proof of ID, address and proof of ownership prior to entering into our agreement.

Where necessary the Landlord confirms that permission to let the property has been granted by the mortgagee. The landlord authorises the agent to carry out various duties of property management as agreed. The Landlord also agrees that the agent may take and hold deposits on behalf of the landlord as stakeholder.

## Preparing a property for Letting

Our experience shows that a property offered in good condition will not only achieve a better rental figure but is more likely to be well maintained by a higher calibre of tenant.

We recommend that you leave the property, including furniture and appliances, in a clean and tidy order so that the tenancy gets off to a good start and cleanliness is encouraged and maintained through the tenancy; tasteful décor is encouraged, preferably in neutral colours such as cream, beige or white. Plain carpets or wooden flooring are most popular with tenants.

Frost & Co Professional Lettings let properties unfurnished, part furnished and fully furnished and the landlord's legal rights are the same whichever option is taken. If letting unfurnished the landlord is required to supply carpets or suitable flooring, window coverings such as curtains or blinds.

As a minimum the kitchen must have a cooker in good working order and plumbing for a washing machine.

We advise that you leave a detailed set of instructions on how to live in the property as this will be very useful for both the tenant and ourselves, for example how to operate the gas fire, where the stopcock is located, how to operate the boiler. Please leave instruction manuals for the boiler and all domestic appliances and advise Frost & Co Professional Lettings Ltd of any outstanding guarantees and or service contracts.

## Timescales

You should allow for a void of 10 working days between yourself or a tenant moving out and a new tenancy commencing. This is to allow for pre-tenancy checks, works, compliance and inventory. All keys should be provided no less than 5 working days before the tenancy start date.

## Safety Regulations

As a Landlord of residential property you have a duty of care to your Tenant. Therefore, you must comply with the relevant Health and Safety legislation. Failure to meet these obligations may lead to criminal and civil proceedings. This is a brief overview of the safety regulations that govern the residential lettings industry.

You must be aware of the contents of this information before you sign the acceptance form, thereby creating a contract with us.

We record here that the Landlord will indemnify Frost & Co Professional Lettings Ltd, the agent, from ensuing action that might arise from such non-compliance.

## THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

Landlords must comply with these regulations by ensuring that an inspection is carried out by a **Gas Safe** registered engineer before a tenancy is issued. A satisfactory Landlords Gas Safety Record must be obtained (unless one already exists) and a copy given to the tenant before they move in. This has to be renewed annually with a copy given to the tenant within 28 days of the check being completed. You must keep a record of the safety check for 2 years. The regulations apply to all pipework, appliances and flues, which you own and have provided for your Tenants use, whether fixed or portable and all forms of gas supply (including Calor).

**Failure to provide the tenant with a copy of an up to date Landlord Gas Safety Certificate will result in the inability of serving a Section 21 notice to gain possession of the property.**

## ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENTED SECTOR (ENGLAND) REGULATIONS 2020

An Electrical Installation Condition Report (EICR) is required, and a certificate issued to the Tenant prior to any tenancy commencing.

The EICR must be completed by a qualified person, competent to undertake the inspection and testing required. The engineer must have a City and Guilds 2391, or the more recent 2394/2395 qualifications, as well as to be a member of one of the industries regulatory bodies.

Once the certificate is complete any remedial works required must be actioned within 28 days of the date of the report and an update certificate issued to the Tenant.

## THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988

These regulations apply to soft furnishings. Your property must meet the regulations and compliant furniture should have confirming labels attached.

Non-compliant furniture must be removed or replaced.

Most EICR's will come with a maximum of a 5 year expiry date for renewal, however this can be less depending on the condition and age of the installation tested.

**Note:** EIC will not be accepted, unless its a new build property.

### THE SMOKE AND CARBON MONOXIDE ALARM (AMENDMENT) REGULATIONS 2022

Private sector Landlord's are required by law to have at least one smoke alarm installed on every storey of their property and a carbon monoxide alarm in any room containing a solid fuel burning appliance (e.g coal fire, wood burning stove etc) and fixed combustion appliance such as a boiler.

If the required smoke and carbon monoxide alarms are found not to be present or affixed in position at the time of the inventory we will authorise the inventory clerk to fit as required at your expense to ensure compliance.

The Law also states that Landlord's are responsible for checking the alarms on the day a new tenancy commences and throughout the tenancy, when a tenant reports that an alarm may not be in proper working order the alarm must be repaired or replaced by the Landlord as soon as reasonably practical.

### ENERGY PERFORMANCE CERTIFICATES (EPC)

An Energy Performance is required for all properties being marketed to let, a copy must be provided for a prospective Tenant prior to signing up for a property. Failure to provide a tenant with a copy of the EPC will result in the inability of serving a Section 21 notice to gain possession of the property.

The EPC is valued for 10 years and can be used over and over again when letting your property.

Currently, the minimum energy efficient standards (MEES) for rented properties is a minimum of an E Rating. There are changes afoot for these regulations which would mean that any rented property would need to have a rating of C or above. The Implementation timeframe is currently unknown having recently been extended from 2025.

These changes are to ensure homes are more energy efficient and to reduce carbon waste and the requirement will be phased in starting with new tenancies from 2025 and all and existing tenancies from 2028.

If you do not comply, you could face penalties of up to £30,000.

### LEGIONELLA RISK ASSESSING

Landlord's have a duty of care to ensure Health and Safety within their rented property and as such there have been changes to the Approved code of Practice in regard to the Control of Legionella bacteria in water systems. It is now a requirement for all landlords of residential rental properties to have a Legionella Risk Assessment completed every two years to comply with the law.

HSE and Local Authority inspectors do not proactively inspect domestic premises or ask for evidence that landlords have undertaken a risk assessment. However, if a tenant were to contract Legionnaires' disease from the water system in their home, the landlord may be liable to prosecution under HSWA, and would have to demonstrate to a court that they had fulfilled their legal duty, so it is important for the risks to be assessed and controlled.

Further information can be found at:  
<http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

### HOMES (FIT FOR HUMAN HABITATION) ACT 2018

The Homes Act became a legal requirement in March 2019 replacing Section 8 of the Landlord and Tenant Act 1985; with the purpose of improving living standards in private and social rental sectors.

Landlord's (and Agents) must ensure that properties are fit for human habitation at the beginning and throughout the duration of a Tenancy and Tenants will be able to take legal action if the Landlord/Agent does not comply with the Act.

In order to ensure your compliance a Risk Assessment must be completed prior to the commencement of Tenancy and acted upon immediately if a risk is highlighted.

The 29 HHSRS Risks are; Damp and Mould Growth, Excess Cold, Excess Heat, Asbestos (and manufactured mineral fibres), Biocides, Carbon Monoxide (CO) and fuel combustion products, Lead, Radiation, Uncombusted Fuel Gas, Volatile Organic Compounds (VOCs), Crowding and Space, Entry by Intruders, Lighting, Noise, Domestic Hygiene Pests and Refuse, Food Safety, Personal hygiene, sanitation and drainage, Water Supply, Falls associated with Baths, Falling on Level Surfaces, Falling on Stairs etc, Falling Between Levels, Electrical Hazards, Fire, Flames and Hot Surfaces, Collisions, Cuts and Strains, Explosions, Position and Operability of Amenities, Structural Collapse and Falling Elements.

A Risk Assessment can be completed by Verismart Inventories at the time Inventory and charged as follows:

Safety pack to include the Housing Health and Safety Rating System (HHSRS) Risk Assessment, Legionella Risk Assessment and Smoke and CO Alarm Testing at a cost of £114.00 inc VAT – alternately you can assess and record the risk yourself.

More information can be found at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/15810/142631.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/15810/142631.pdf)

### REPAIRS

Landlord's have statutory responsibility for certain repairs under section 11 of the Landlord and Tenant Act 1985 relating to:

- a) The structure and exterior of the dwelling, drains, gutters and external pipes.
- b) Installations in the dwelling for the supply of water, gas, electricity and sanitation.
- c) Space and water heating appliances.

### PRE-TENANCY SERVICES

We are able to oversee and manage minor maintenance to full property refurbishment prior to letting a property at a fee of 10% of the total invoice/s plus VAT.

Please ask us about this for more information.

## Tax Implications

### UK BASED LANDLORDS

There is no obligation for the rent receiving agent to deduct tax from the rent. It is the Landlord's obligation to report the income received from rent to the Inland Revenue and pay whatever tax is due. In most circumstances a Landlord would have to pay tax on the profit made after allowances have been deducted.

For your own peace of mind, we strongly recommend that you seek advice from a qualified accountant with regard to any tax queries you may have.

### NON-RESIDENT LANDLORDS

A Non-resident landlord is a person who has UK rental income and whose "usual place of abode" is outside the UK. The Isle of Man, the Channel Islands and the Republic of Ireland are outside the UK.

Under the Taxation of Income from Land (non-residents) Regulations 1995, the rent receiving agent will be required to deduct 20% (applicable at this time) from the rent (after taking deductible expenses into account) and to pay the Revenue each quarter.

However, overseas landlords can apply to the Inland Revenue for an exemption from this requirement. If granted, notification is sent to the rent receiving agents who can then pay the rent in full to the Landlord, without deduction of tax.

For further information you can contact the relevant Inland Revenue department on (UK) 01514726208 or 6209 or log onto [www.inlandrevenue.gov.uk](http://www.inlandrevenue.gov.uk)

## Referencing

We conduct thorough and comprehensive credit checking and referencing to include credit reports, income references, landlord references and bank verification.

We use the services of VOUCH to collect demographic CAMEO data, linked addresses, bankruptcies, insolvencies and electoral roll data.

Furthermore we validate the identity of each tenant by checking **Proof of Residency** against the Electoral Roll, Credit Agreements, BT telephone Database and Court Data, **Proof of Identity** by matching Date of Birth on Electoral Roll credit lenders and the BT database and **Alerts** checking HM Treasury Sanctions, Senior Political Figures, Halo (deceased register) and Office of Foreign Asset Control.

These checks allow us to determine the suitability of the proposed tenancy prior to drawing up any tenancy documents.

## Immigration Act 2014 – Right to Rent Checks

In order to comply with this legislation we obtain copies of the prospective tenants Right to Rent documentation and confirm whether it is acceptable and that the tenants have the Right to Rent in the UK. Copies are kept on file and any Tenants with a time limited stay are diarised and re-checked for those in receipt of our Managed Service.

For Let Only Landlord's you would be responsible for checking this yourself.

## Client Money Protection (CMP)

In April 2019 it became a legal requirement for all Letting Agents to hold Client Money Protection. You can be safe in the knowledge that as licensed ARLA Propertymark agents this is something we have held since the outset. It will soon become a legal requirement for Let Only landlord's to also comply with this legislation.

## Tenant Fees Act 2019

June 2019 saw the introduction of the Tenant Fees Act which prevents both Landlord's and Agents from charging Tenants any fees at any point throughout a tenancy (with the exception of permitted payments) and also caps Tenancy deposits at the equivalent of 5 weeks rent.

Landlord's are responsible for all costs associated with setting up, renewing or ending a tenancy (i.e. referencing, administration, inventory, renewal and check out fees).

**The only payments that can be charged in connection with a tenancy are:**

- a) The Rent
- b) A refundable tenancy deposit - capped at no more than five weeks' rent where the total annual rent is less than £50,000 or six weeks' rent where the total annual rent is £50,000 or above.
- c) A refundable holding deposit (to reserve a property) - capped at no more than one weeks' rent
- d) Payments to change the tenancy (when requested by the Tenant e.g. Pet clause)
- e) Payments associated with early termination of the Tenancy (when requested by the Tenant)
- f) Payments in respect of utilities, communication services, TV licence and council tax (due payable to the relevant utility and communication companies) \*

g) A default fee for late payment of rent and replacement of lost key/security device, where required under a tenancy agreement.

\*In the event that the rent includes bills, or if the Landlord resells energy to their Tenants the Landlord is governed by Maximum Resale Price (MPR) provisions set by Ofgem. This means Landlord's can only resell energy at the price they have paid to a licensed energy supplier. Tenants are entitled to receive a breakdown of the costs paid by a Landlord upon request and can take a Landlord to court to recover any amount overcharged.

**NB You cannot evict a Tenant using the Section 21 eviction procedure until any unlawfully charged fees or unlawfully retained holding deposit is repaid**

## Rents

We will agree a rent to be quoted to potential tenants, guidelines for which will be given at the valuation. Tenants will be due to pay their rent each calendar month on the anniversary date of the tenancy unless otherwise agreed.

## PayProp

We have invested in an automated payment and reconciliation platform specific to the lettings industry which streamlines our rent payment process. This enables speed and accuracy in processing payments.

There is a Landlord App which you will be invited to join and allows you access 24/7 to your statements and rent history.

PayProp will send a payment advice via email once a payment has been made from your account and a detailed monthly statement upon the last day of the month.

## Deposits

It is a legal requirement for deposit to be registered with a Tenancy Deposit Scheme, there are three schemes available to Landlord's and Agents.

For Managed Tenancies we will register with My Deposits.

For Let Only tenancies you will be responsible for registering the deposit and providing proof prior to the tenancy commencing and funds being released to you.

There are three deposit schemes available.

Failure to register the deposit can result in a fine up to 3 x the deposit amount and the inability to serve a Section 21 notice to end the tenancy.

## Inventory, schedule of condition and check-out service.

An inventory and schedule of condition is an essential element of the tenancy. We can arrange for a detailed inventory to be prepared on your behalf prior to the tenancy commencing. This important information provides a comprehensive record of the condition of the property and is vital to avoid differences of opinion during or at the end of the tenancy.

At the end of the tenancy a check-out will take place and a further report will be available to the landlord. It is standard practice for the landlord to pay for the inventory and check out service.

Costs vary according to the size of the property and are detailed within this pack.

Frost & Co will not accept any responsibility should landlords prefer to carry out their own inventories.

## Rent Protection & Legal Expenses Insurance

Rent Protection insurance is available to Landlord's taking our Full Management & Protect Service and is provided by Goodlord.

### COVER ON THE PROPERTY

Only one policy is required for the property regardless of the number of tenants. This means the insurance is still valid even when the tenants change, providing the requirements have been met \*subject to policy terms and conditions.

### CONTINUED PAYMENT

The rent will continue to be paid until vacant possession is obtained – regardless of when a claim is made during the AST (Assured Shorthold Tenancy) \*subject to policy terms and conditions.

### SECURE COVER

In the event of a claim, at no extra cost, solicitors can serve the Section 8 and 21 Notices. Goodlord will cover rent up until vacant possession plus 90% for upto 6 weeks following and Legal expenses cover is up to £100,000 to gain vacant possession.

## WHAT HAPPENS NEXT?

We hope that you have found this information useful. If you have any queries please do not hesitate to contact us.

If not please follow this checklist:

- Return the Client Contract and Terms of Business (when received), fully completed and duly signed by all joint owners, confirming your chosen service and any additional requirements (safety certs etc)
- Advise your insurance company and review your contents and buildings insurance.
- Provide any Gas and Electricity Safety Certificates, EPC or Legionella Risk Assessments or instruct us to arrange.
- Leave instructions for appliances at the property.
- 2/3 sets of keys (depending on your level of service)
- Arrange re-direction of mail.
- Prepare the property for letting, Furniture and furnishings – do they comply? Are smoke alarms and CO alarms fitted? etc
- Arrange pre-tenancy works such as professional clean, redecorating etc.
- Obtain permission to let from your mortgage lender.
- Have the property ready for inventory 48 hours prior to the tenancy commencement date.
- Provide ID and Proof of Ownership.
- Provide a copy of the headlease if applicable.
- Provide a copy of your buildings and contents insurance policy documents.

**WE LOOK FORWARD TO HEARING FROM YOU AND WE ARE SURE WE WILL FIND YOU SUITABLE TENANTS WITH MINIMUM DELAY.**







**CLIENT CONTRACT AND  
TERMS OF BUSINESS**

## CLIENT CONTRACT AND TERMS OF BUSINESS

This contract sets out the agreement between you as Landlord and us as your Agent for whatever services are specified on your acceptance form as detailed in this contract.

### We require all Landlords to:

- 1 Confirm that they are the sole owner/s of the property as registered at the Land Registry and that all relevant consents, licenses and planning permissions etc have been obtained.
- 2 Inform the relevant insurance companies that the property and contents (if applicable) are to be let and to confirm with them that the cover remains adequate.
- 3 Agree with us the details of the property to be let and the contents to be included (if any).
- 4 Supply a minimum of 2/3 sets of keys (depending on service) – we give two sets to the tenants and retain a third for management purposes.
- 5 To retain a set of keys in case of an emergency.
- 6 Ensure that the property is safe for letting in accordance with the current legislation, is clean and in good decorative order so that it is available for immediate occupation by a tenant.
- 7 Ensure that the information given to us, as the Agent is relevant to the service to be provided and that such information is factual and may be relied on by us.
- 8 Inform us during the period of this contract of any material changes that occur.
- 9 Agree that should the property be sold to a tenant in occupation (or any person/ party introduced by Frost & Co Professional Lettings or Frost & Co). We must be notified within 7 days of the exchange of contracts and pay a fee of 1% + VAT of the sale price on completion.

- 10 Indemnify us as the Agent against all expenses, claims and liabilities reasonably incurred by us in the property performance of our obligations under this contract.
- 11 Agree that in the event of the property being sold, passed on or our services are no longer required, with the benefit of the tenancy introduced by ourselves our fees will remain due payable by you for the duration of the tenancy and for any extensions or renewals thereof; regardless of whether or not negotiations have been carried out by us. Alternatively refer to the termination section of this contract.
- 12 Pay the fees and charges specified for the services required.
- 13 Agree that we, as Agent may deduct any amounts due to us under this contract from monies otherwise due to the Landlord under this contract.
- 14 Agree that Frost & Co Professional Lettings acts as an agent between suppliers and clients and as such may request to receive a commission or introductory fee from those suppliers.
- 15 Sign the Acceptance of Client Contract and Terms of Business Schedule to confirm your agreement to the terms specified.
- 16 Comply with **The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022** by testing all alarms on the tenancy start date or by instructing us to do so for an additional fee.
- 17 Comply with **The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015** by ensuring that the property has a valid Energy Performance Certificate (EPC) and meets the Minimum Energy Efficiency Standards (MEES). It is a legal requirement for all properties being offered to let to have an (EPC) before the property can be advertised.
- 18 Sign the Tenancy Agreement.

\*And for an additional fee arrange works prior to the letting.

## THE SERVICES WE PROVIDE

### Let Only

#### We will:

- 1 Explain yours and the Tenants rights and responsibilities.
- 2 Advise what action to take if the property is mortgaged.
- 3 Advise of what works (if any) are required prior to letting.
- 4 Advise on the types of tenancy available.
- 5 Advise on the likely rental achievable.
- 6 Take action to market your property – such action to include appropriate advertising and the erection of a board (where so permitted by law) unless otherwise instructed.
- 7 Receive application, arrange and conduct viewings.
- 8 Obtain references for applications that deem to us to be necessary (for the avoidance of doubt, as Agent we shall not be in any way responsible for any default by a tenant introduced by us in good faith and selected by you).
- 9 Comply with the **Immigration Act 2014** and complete Right to Rent Checks before proceeding with a let.
- 10 Prepare the legal documentation (to be signed by you as Landlord and by the Tenant) and arrange an Inventory and Schedule of Condition to be completed by a third party (when requested and paid for).
- 11 Advise of the safety certificates required to include Electrical Safety and Gas Safety and if instructed will arrange for the necessary tests and certificates to be completed prior to the tenancy commencing. Any cost incurred in obtaining such a record will be borne by you, the Landlord.
- 12 Collect from the Tenant a deposit – the equivalent of five weeks rent and transfer to the Landlord upon proof of deposit registration. The Landlord is to register the deposit within 30 days of payment to the agent. The Landlord must provide the Tenant with the deposit certificate.
- 13 Hold Client money in our Client Account and shall be entitled to retain any interest or benefit earned.
- 14 Collect from the Tenant the rent for the first period from which we will deduct our fees and charges as agreed in this contract.
- 15 Arrange for a third party to complete a professional, independent inventory and schedule of condition and charge accordingly.
- 16 Arrange wherever possible for the Tenant to set up a standing order for the payment of future rents.
- 17 On your instructions and for additional agreed fees, negotiate rent reviews, tenancy extensions and check outs.
- 18 Confirm in writing to both you the Landlord and to the Tenant the completion of our **Tenant Let Only Introduction Service** and to clarify that we are not responsible for the management of the property or the renewal of the Gas Safety Record. You, the Landlord, are responsible for ensuring the timely renewal of the annual Landlord Gas Safety Record and for providing your Tenant with a copy within 28 days of the date of the inspection. For the avoidance of doubt, it is confirmed between the parties of this contract that, as Agent, we shall not be liable in any way for any defect or omissions in any documentation prepared or provided by your solicitor or another party.
- 19 Arrange for meters to be read as part of the Inventory and Check Out and instruct **Tenant Shop Limited** who work on our behalf to notify the local council, water supplier(s) and energy provider(s) in line with the tenancy start date and end date.
- 20 On your instructions and for an additional charge arrange for additional sets of keys for the property to be cut.

## Full Management

All services as provided under Let Only are applicable with the addition of:

- 1 Receive rent from Tenants and if not paid within 7 days, demand such from the Tenant and advise you accordingly.
- 2 Provide you with a monthly statement of account showing rent received and deductions made and pay the balance to you as soon as practical after the funds have cleared. In normal circumstances any balance will be paid over within 10 working days of the day of receipt.
- 3 Take all reasonable steps to demand the rent but we will not be responsible for issuing proceedings for the recovery of rent on your behalf; as the Landlord it is your responsibility to instruct a solicitor to act on your behalf and as Agent we will provide all relevant information regarding rent payments and arrears. If we are required to liaise with solicitors and/or attend court there will be additional fees.
- 4 Arrange for the timely annual renewal of the Gas Safety Record and give a copy to the Tenant within 28 days of the date of the inspection. If you wish to make such arrangements yourself, you must instruct us in writing of this requirement and provide us with a copy of the Record for onward transmission to the Tenant within 28 days of the date of the inspection.
- 5 Arrange a professional Check Out at the end of the tenancy and charge accordingly. The report will be forwarded to you for your further instructions regards the deposit return.
- 6 Collect from the Tenant a deposit - the equivalent of five weeks rent to be registered with **Tenancy Deposit Solutions Ltd (TDSL) trading as My Deposits**

**Note:** It is our normal practice to obtain the agreement of both parties regarding the cost of dilapidations, if any, before apportionment of the deposit is made at the end of the tenancy. Please see the Tenancy Deposit section for more information.

- 7 Be responsible for all day to day management including arranging general repairs and maintenance (subject to an agreed limit) and if so instructed using your preferred contractors. We reserve the right, in an emergency, to take whatever action we consider necessary (even above agreed spending limits). The cost of repairs will be deducted from rental income and shown on your statements. In the event that the costs exceed any rent monies held then you will be required to provide us with funds prior to instructing a contractor. We will obtain one quotation for general maintenance works unless the quote obtained exceeds £800 in which case a second and third quote may be requested.
- 8 Instruct any contractor necessary to carry out works required at the premises, although every effort will be made to use your preferred contractors (if any) we cannot guarantee this and reserve the right to act in yours and the Tenants best interests.
- 9 Carry out visits to assess the general condition of tenanted property at regular intervals. A written report will be sent to you, (additional visits, if requested by you, will be charged).

**Note:** All such visits will only identify visible problems relating to the general condition of the property. They are not surveys or detailed inventory checks.

- 10 Retain a management float of £500 when the rent for the term is paid in advance, this will be fully refunded at the end of the tenancy if not depleted.
- 11 Charge an additional fee of 10% of the total invoice plus VAT if repairs and/or refurbishments are authorised at a cost of over £500 (including VAT). To be paid either by deduction from the rental income or upon receipt of an invoice from ourselves when the repairs are completed. For the avoidance of doubt, such fees relate purely to the administration of such works and do not imply any responsibility of prudent surveyor.

- 12 If you have any appliance or maintenance based insurance policies such as British Gas Homecare, Homeserve or similar charge an annual fee for reporting and managing issues with them.
- 13 Following receipt of the professional Check Out at the end of the tenancy forward a copy to you and detail our findings. We will then mediate between both parties to agree the return of the deposit.
- 14 Charge a fee for processing insurance claims.

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## Full Management & Protect

All services provided under Let Only & Full Management are applicable with the addition of:

- 1 Rent and legal insurance is provided for the duration of the tenancy to cover any loss of rent and legal expenses in the event the tenant defaults. The policy is taken out by Frost & Co, the agent of which you, the Landlord would have an interest in. All Insurance Claims will be handled by Frost & Co Professional Lettings and you will be kept informed accordingly and receive any monies paid as a result of a successful claim.

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## NON-RESIDENT LANDLORDS

If you are resident overseas we require notification from the Inland Revenue confirming your entitlement to receive rent without tax deducted. This is called a tax exemption certificate. If no such exemption is available we must deduct tax on rent received, less allowable expenses and account to the Inland Revenue as required by current taxation rules. A quarterly charge will be made to cover additional administration costs incurred.

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## END OF TENANCY

Towards the end of the Tenancy Agreement you may instruct us to serve notice to terminate the Agreement or negotiate an extension. We will, for a fee draw up the relevant documentation.

## THE LIABILITY OF YOUR AGENT

- 1 The Agent undertakes, at its expense to provide the services set out in this Agreement. As Landlord, you agree to give us a reasonable opportunity to remedy any failure or shortcoming in provision of such services as soon as reasonably practicable after any such failure or shortcoming is identified and reported to us by you in writing. The total liability of the Agent to the Landlord (whether in contract, tort or otherwise) shall be limited to the circumstances set out in the following three paragraphs.
- 2 The Agent also accepts liability for physical damage or loss to the Landlord's tangible property which is caused by the negligence or wilful default of the Agent.
- 3 The Landlord accepts that any forecast that might be made by the Agent in respect to future income or expenditure is a general indication only that may change in response to changing market conditions and other factors and the Agent therefore cannot accept any responsibility for such forecast.
- 4 The Agent is not liable for any loss, injury, damage, legal or other expenses sustained as a result of a defect in the equipment or materials used in the property (whether or not such defect be latent or apparent on examination) or as a result of any act, omission or insolvency of any person other than the Agent. The Agent shall not otherwise be liable to indemnify the Landlord in respect of any claims made by a third party for any loss, injury, damage or legal or other expenses and the Landlord shall indemnify the Agent for any loss, injury, damage or legal or other expenses in respect of any such claims. In no circumstances shall the Agent be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused except where death or injury results from negligence on the part of the Agent.

## WARNING TO LANDLORDS

If it is necessary to serve Notice on the Tenant to obtain possession of your property (even when it is the end of a fixed term contract), Notice is usually a minimum of two months but in some circumstances can be longer. If the Tenant does not vacate, time must be allowed for Court Proceedings. It is essential that when you require us to obtain possession you give us the maximum possible notice in writing so that the relevant procedures can be carried out in accordance with the time-scales required by legislation.

## TERMINATION AND SUSPENSION

We reserve the right to suspend the provision of our Full Management services in the event that any payments from you are outstanding. We shall not be obliged to continue to provide our services until full payment of any outstanding amount has been made. We will not be liable for any loss suffered by you during any period of suspended service.

This contract can only be terminated by the Landlord if the Tenant introduced by us is no longer occupying the property, or any other property owned by you.

If the landlord wishes to otherwise terminate this agreement (and the tenant remains in occupation) then such notice must be at least 3 months in length and cannot expire during the fixed period of the tenancy agreement. Alternately you can pay the appropriate fees likely to be due for any extended period.

## VARIATIONS TO THIS CONTRACT

We reserve the right to vary any of the terms of the contract by giving you three calendar months written notice of the variation (including fees and charges).

Subject to our agreement you may upgrade the level of service from one option to another by giving one months notice in writing and permitting us to prepare the new contract for your signature.

## DISPUTES

Frost & Co Professional Lettings is committed to providing a high quality professional service to its clients. In the unlikely event of any dispute or complaint arising, every effort will be made to resolve the matter internally and you should, in the first instance, refer the matter to Katie Ticehurst, Director.

## GOVERNING LAW

This Client Contract and Terms of Business are governed by English Law and each party submits to the Jurisdiction of the English Courts.

## INCORRECT INFORMATION

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

## CORRESPONDENCE

At Frost & Co Professional Lettings we aim to send all communications via email; if you specifically wish to receive statements and correspondence via post please advise us accordingly.

## TENANCY DEPOSITS

It is a legal requirement for all deposits taken for Assured Shorthold Tenancies (AST's) to be registered with a deposit scheme within 30 days of receipt.

The legislation aims to ensure that tenants who have paid a deposit to a landlord or letting agent and are entitled to receive all or part of it back at the end of that tenancy, actually get it. At the end of the tenancy any agreed or determined amount of deposit must be returned within 10 days of agreement determination.

For **Managed Tenancies** the deposit will be registered with Tenancy Deposit Solutions Ltd (TDSL), Trading as My Deposits.

## MY DEPOSITS

1st Floor, Premiere House  
Elstree Way  
Boreham Wood  
Hertfordshire  
WD61JH  
Telephone No. 0333 321 9401  
[www.mydeposits.co.uk](http://www.mydeposits.co.uk)

If there are disputes over how they should be allocated which we cannot settle, they will be referred to My Deposits who will adjudicate and confirm their decision within 2-3 months of a claim being submitted.

For **Let Only** tenancies you should arrange to register the deposit with one of the three deposit schemes and inform us on your Client Contract which scheme you have chosen.

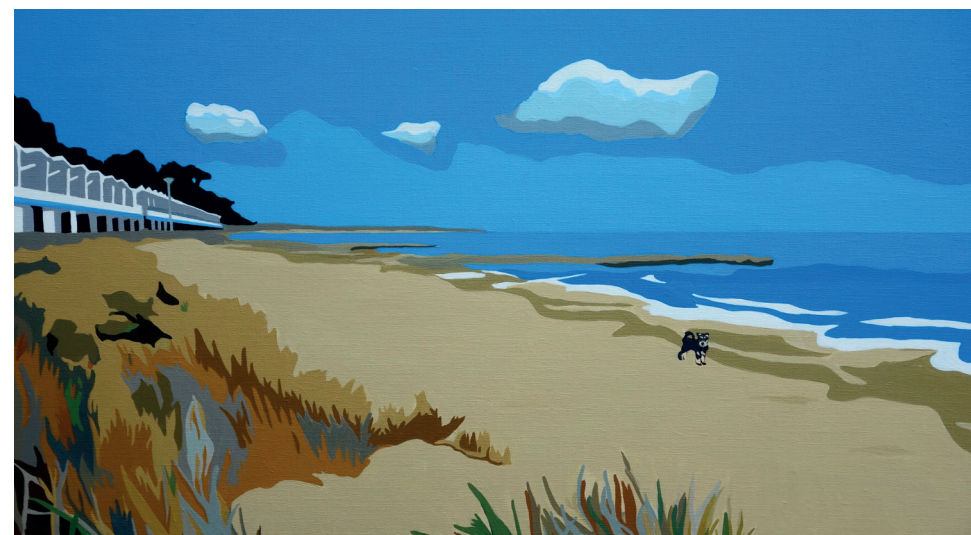
### The choices are:

The DPS  
<https://www.depositprotection.com/>

My Deposits  
<https://www.mydeposits.co.uk/>

TDS  
<https://www.tenancydepositscheme.com/>

All three schemes offer an insurance based scheme (where you can hold the funds in a dedicated deposit account) or a Custodial Scheme (where the funds are sent to them to hold).



## PRIVACY NOTICE

This statement explains the privacy and the data protection practices which apply to Frost & Co Professional Lettings, 32a Wessex Road, Poole, BH14 8BQ

Our aim is to safeguard our users' privacy whilst providing a personalised and valuable service. Collecting personal information is necessary if we are to satisfy the expectations and requirements of our users, e.g. by communicating with them and providing an interactive service. We appreciate that you do not want the personal information you provide to us distributed indiscriminately and here we explain what information we collect, what we do with it and what controls you have.

### SECURITY

At Frost & Co we are committed to protecting your privacy, we follow strict security procedures to ensure that your personal information is not damaged, destroyed or disclosed to a third party without your permission, and to prevent unauthorised access. The computers that store the information are kept in a secure facility with restricted physical access, and we use secure firewalls and other measures to restrict electronic access.

### PERSONAL INFORMATION

Any personal information such as name, postal address, telephone number, and email address will only be used to provide a requested service and will not be disclosed to any other third party without your prior permission unless listed below or unless we are required to do so by law.

**Applicant/Tenant:** We will hold your data to provide estate agency/letting services and may share your data with associated services such as conveyancing, financial services right to rent checks and referencing organisations and providing your name to our vendor/landlord when arranging a viewing, Tenant shop for changing of utilities and Contractors for the arrangement of maintenance.

**Landlord/Vendor:** When you have asked us for a valuation we may share your data with property professionals such as solicitors, financial advisors, surveyors, contractors, other agents along with general property marketing. We may also use 3rd party software to provide these services.

As a vendor/Landlord we may share you data with other property professionals including other members of our estate agency group Team Association, solicitors, EPC providers, Money Laundering referencing agencies, Team Property Services and Property Information Exchange, financial advisors, surveyors, contractors, Deposit Protection services, referencing organisations, tenants, Tenant Shop for the change in tenant utilities, other agents involved in a chain, applicants viewing the property, general marketing, post-sale updates and Christmas cards. We may also use 3rd party software to provide these services.

As a buyer we may share your data with other property professionals including other members of our estate agency group Team Association, solicitors, Money Laundering referencing agencies, Team Property Services and Property Information Exchange, financial advisors, surveyors, contractors, other agents involved in a sales chain, the vendor of the property you are buying, general marketing, post sale updates and Christmas cards. We may also use 3rd party software to provide these services.

### FROM COMPLETION:

- Our sale files will be kept for a period of 6 years as required by the Ombudsman of Estate Agents.
- Our lettings files will be kept of a period of 7 years as required for possible tax enquiries.
- Our Anti-money laundering identification records will be kept for 5 years unless required for the above.
- We may continue keep your data to market to you for a period of up to 25 years as the relationship we have with many clients is continued over many years. Some of our customers only move very occasionally. Will give you the option to opt out of our communications at any time.

Website – [frostandco.net](http://frostandco.net)

### GENERAL INFORMATION

Any non-personal information such as IP address, pages accessed, and files downloaded will only be used to determine how many individuals use our site, how many people visit on a regular basis, which pages are most popular, and which pages are least popular. This information doesn't tell us anything about who you are or where you live, it is simply used to enable us to monitor and improve our service.

### LINKS

Our website may contain links to third party sites we have no control over, if you visit those sites you should check you are happy with their own privacy policies and terms of use before providing any personal information. In addition, if you linked to our website from a third party, we cannot be responsible for the privacy policies and practices of that third party site.

### YOUR ACCEPTANCE

By using our website or services, registering with us as an applicant either directly or via a portal or as a vendor or potential vendor asking us to market your property or as a mortgage/insurance client Landlord or Tenant, you consent to the collection and use of information by Frost & Co in accordance with our privacy policy. If you do not agree to this policy, please do not use our site or our services.

### YOUR RIGHTS

Any personal information submitted is treated in accordance with the Data Protection Act 1998 and the update of 25th MAY 2018 to the new GDPR. To find out more about your entitlements under this legislation, visit the Information Commissioner's web site at [www.gov.uk/data-protection](http://www.gov.uk/data-protection), or read the Act online at [www.legislation.gov.uk/ukpga/1998/29/contents](http://www.legislation.gov.uk/ukpga/1998/29/contents)

If you would like to review or revise information you have previously provided to us, or you have any questions relating to this Privacy Policy, you may do so via our contact us page.

You have the right to request a copy of all data held and also request to removal of such data assuming that it does not have to be held to comply with other regulations.

You have the right to complain to the ICO if you believe we have not acted according to the regulations.



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Matravers

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Burton

Lychett  
Minster

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WINTON

Christchurch

PARKSTONE

BRANKSTONE

Boscombe

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PROFESSIONAL LETTINGS

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**01202 737755**

**[poolelettings@frostandco.net](mailto:poolelettings@frostandco.net)**

**[www.frostandco.net](http://www.frostandco.net)**

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