agreement for letting services in Wales

Dear Client,

Once this document ('this Agreement') is completed and signed by you, and we have signed it or commenced the provision of our services, it will be a binding contract (subject to the right to cancel as explained in this document) relating to the residential letting services ('Services'), and any insurance protection, that you have selected.

This Agreement provides a summary of our Services and of the insurance policies we offer. Further details, are found in the *landlord's guide to successful letting ('the guide')* which is provided with this Agreement. Please read this Agreement and the guide carefully, and then complete the section headed 'You Choose'.

Should you have concerns about our Services at any time please let us know at once. You may find it helpful to ask for our leaflet 'Sorting things out'. With Sequence you will have the benefit of the Redress Scheme Alternative Dispute Resolution entity provided by the Property Ombudsman, the ARLA Propertymark Client Money Protection Scheme, and the Tenancy Deposit Scheme.

OUR SERVICES

	Tenant Introduction	Rent Collection Service	Full Management
Market appraisal	✓	✓	✓
Marketing your property	✓	✓	✓
Negotiating tenancy terms	✓	✓	✓
Tenant referencing	✓	✓	✓
Preparing occupation contract	✓	✓	✓
Collection of initial rent and deposit	✓	✓	✓
Deposit Replacement Guarantee/Deposit Protection	✓	✓	✓
Arranging Energy Performance Certificate	✓	✓	✓
Negotiating renewal of tenancy and/or annual rent increase	✓	✓	✓
Inventory arrangements	✓	✓	✓
Option to apply for Building & Contents insurance	✓	✓	✓
Rent processing during tenancy		✓	✓
Chasing initial arrears from tenant		✓	✓
Option to apply for Rent & Legal insurance		✓	✓
Periodic property visits			✓
Renewing safety checks			✓
Notifying service providers of change of occupant			✓
Point of contact for your tenant			✓
Assisting with end of tenancy settlements			✓

Some of the above may incur an additional charge - please see page 6 "additional charges"

FULL MANAGEMENT SERVICE

1. Finding a tenant
We will advise you on a suitable rental. We will register your property on our own website **www.sequencehome.co.uk**, as well as **www.rightmove.co.uk** and **www.zoopla.co.uk** and approach applicants registered with us. Where permitted we will arrange a 'to let' board. We will arrange viewings without you having to be present.

2. Tenant references
Once terms acceptable to you are provisionally agreed with a prospective tenant we will arrange a credit reference report and the checking of personal references and provide you with the results. You will only be charged once an occupation contract has been entered into.

3. Occupation Contract (and Tenant Guide)
On your written instruction we will negotiate with your tenant over the terms of the tenancy in order to produce a suitable occupation contract to be agreed with you. Unless instructed otherwise this will be for a period of 12 months. Under the Renting Homes (Wales) Act, if your tenant does not vacate after an initial 12 months you will be required to provide 6 months notice for possession. We will sign the occupation agreement on your behalf which will be accompanied by the Welsh Governments Tenant Guide.

4. Collection of Initial Rent and Deposit Arrangements
We will collect the first month's rent. Where the tenant has chosen to provide a cash deposit we will protect the deposit in accordance with the terms of The Tenancy Deposit Scheme, serve the required notice upon the tenant and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf. Where the tenant has chosen to provide a rental guarantee product we will make the necessary arrangements to manage the process on your behalf. Our relevant fee chargeable every 12 months or part thereof on the tenancy anniversary date can be found in 'additional charges'.

5. Inventory
Unless you instruct us to the contrary in writing we will commission an inventory for the tenancy and administer the tenancy start and end inventory check procedures. We will invoice you for the fees incurred at the start and end of the tenancy as set out in the "Additional Charges".

6. Cleaning
The guide recommends professional cleaning of the property before the tenant moves in. We can quote for a professional cleaning service.

7. Rent processing
We will transfer all rent received to your UK bank account after deducting our fees and expenses and send you rent statements by email. NB transfers to Non-UK bank accounts will attract an additional fee to reflect increase cost and administration of such transfers. (See fee set out in "Additional Charges".) The guide explains what steps we will take if rent is not paid on time. Please see the 'insurance' section for the cover available for loss of rent and legal expenses.

8. Safety checks and Energy Performance Certificates (EPC)
A valid in date EPC must be available before the property is advertised. You cannot let a property with an 'F' or 'G' EPC Rating (see point 9 on MEES under 'Our Terms and Conditions'). Your ability to recover possession is prejudiced if an EPC is not provided to the tenant before the tenancy commences. An EPC has a 10 year shelf life so will need to be renewed and provided to your tenant if it expires before the tenancy ends. We can provide the EPC for you if required, for an Additional Charge.
Before the start of a tenancy the following must be in place:

A. A gas safety certificate
B. An appropriate risk assessment for Legionella disease and confirmation that any recommended precautions have been implemented
C. A safety certificate for portable electrical appliances (PAT)
D. An Electrical Installation Condition Report (EICR) (see point 10 on Fixed Wiring Tests under 'Our Terms and Conditions').
E. A smoke alarm is required on each floor of the property used as living and sleeping accommodation. These alarms must be mains operated and interlinked.
F. A carbon monoxide alarm is required in rooms and hallways used as living accommodation where there is a fixed combustion appliance including, but not limited to, wood burning stoves/open fires, gas fires, ovens/hobs and gas/oil fired boilers.

Where any of the above is not available from you we may at our discretion arrange it for an Additional Charge.

9. Property visits
We or a suitable contractor will visit the property periodically provided the tenant permits access. We will report to you any readily and visually apparent matters of concern. Where additional visits are required under the conditions of a local authority licence or at the landlord's request, these will be undertaken at additional cost.

10. Repairs and maintenance
If we become aware that repair or maintenance is required to meet your duties as landlord, we will arrange that (up to a limit of £200 ex VAT or if the work is urgent) providing we are holding sufficient funds. Otherwise, if requested by you, we will obtain quotations and instruct contractors (provided we have sufficient cleared funds). These services will incur the Additional Charges identified in section headed 'Additional Charges'.

11. Utility suppliers
We will, where possible, transfer the utilities and council tax into and out of the tenant's name at the beginning and end of the tenancy and supply meter readings where the meters are accessible.

12. Preferred energy supplier
We will, where possible, at no additional cost to you, change your gas and electricity accounts to our preferred energy supplier, who may pay us a fee.

13. Working float
We need to hold a working float of not less than £200 or more if rent is paid less frequently than monthly. We may refuse to incur any expenditure on your behalf where we are not holding sufficient funds to meet the cost.

14. Your own contractor
We will endeavour to use suitably insured contractors suggested by you but where for any reason we use a contractor recommended by us then we may charge that contractor a fee.

15. Vacant periods
We do not have any responsibility for your property during vacant periods unless you select our 'Vacant Property Services' which are described in the guide.

16. Expiry of a fixed term tenancy and/or annual rent review
Towards the end of a fixed term tenancy or at intervals during a periodic tenancy we will contact you to discuss your requirements regarding continuing the tenancy either on a fixed term or periodic basis; serving notice of a rent increase, or serving notice for possession. Under the Renting Homes (Wales) Act landlords are required to serve 6 months' notice of possession which cannot be served during a fixed term tenancy. This does not affect your ability to seek possession for breach of contract. Our relevant fees can be found in "Additional Charges".

RENT COLLECTION SERVICE

This enables you to manage your property yourself and to use us for marketing, tenant selection, preparing the occupation contract, and rent processing. The following clauses of Full Management service apply:

1. Finding a tenant
2. Tenant references
3. Occupation Contract & Tenant Guide
4. Collection of initial rent and deposit arrangements
7. Rent processing
8. Safety checks and EPC
12. Preferred energy supplier
16. Expiry of fixed term tenancy/Rent Review

TENANT INTRODUCTION SERVICE

This enables you to manage the property and tenancy yourself and to use us to put a tenant in place. The following clauses of Full Management service apply:

1. Finding a tenant
2. Tenant references
3. Occupation Contract & Tenant Guide
4. Collection of initial rent and deposit arrangements
8. Safety checks and EPC
12. Preferred energy supplier
16. Expiry of fixed term tenancy/Rent Review

OUR TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE CONTRACTUAL RELATIONSHIP BETWEEN US. PLEASE READ THEM CAREFULLY.

1. Consent to let
You confirm that you are the owner of the property and have all necessary consents and authority to enter into a occupation contract.

2. Safety regulations
By entering into this contract you warrant to us that the condition of the property and its contents does not represent a risk to the tenant, that the property complies with any relevant legislation or regulation, and that all relevant satisfactory safety certificates or assessments have been provided.

We may suspend the Services where the above is not complied with but by continuing we do not make any assurance that the above matters have been complied with.

3. Keys and parking permits
You will provide us with a full set of keys to all main and communal doors for each adult occupant (and for ourselves if you have selected the Full Management service). Please tell us if the tenant is to pay for parking fobs or permits so that this can be included in the occupation contract. We will purchase keys on your behalf where necessary.

4. Verification of identity
Under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007, you will provide us with photo ID and proof of residency or we may arrange electronic ID for which we will need your date of birth.

5. Insurance claims
Financial Conduct Authority (FCA) regulations prevent us from handling any building or contents insurance claims. We can submit claims under Rent and Legal Protection insurance.

6. Income tax
If we consider that you are a non resident landlord under the Taxation of Income from Land (Non-Residents) Regulations 1995 (Finance Act 1995), then we will deduct basic rate tax from any rent received and pay this to HM Revenue and Customs unless you provide us with HMRC approval for payment without deduction (when we must provide an annual return to HMRC). These arrangements incur Additional Charges. You will indemnify us if we suffer any claim or penalty from HMRC.

7. Houses in Multiple Occupation (HMO) and selective licensing
You undertake that all landlord responsibilities are complied with where the property is a House in Multiple Occupation or where it is subject to selective licensing for let residential property (please see the guide).

8. Housing Health and Safety Rating System (HHSRS & Renting Homes (Wales) Act 2016 and The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022
The Housing Act 2004 introduced this system for local authorities to assess housing conditions in England and Wales and it is the owner/landlord's responsibility to ensure that properties are let in a suitable condition. You undertake that the property is compliant in all respects. In Wales additional responsibilities are to be placed on landlords under the Renting Homes (Wales) Act 2016 and The Renting Homes (Fitness for Human) (Wales) Regulations 2022.

9. Minimum Energy Efficiency Standards (MEES)
Under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015, it is unlawful for landlords to grant new tenancies of properties that have an energy efficiency rating of F and G on its EPC, unless an exemption applies or the landlord has made all the relevant energy efficiency improvements to raise the rating to E or higher, or more details please see the Guide. By signing this agreement you undertake that the property is compliant with MEES in all respects.

10. Electrical Fixed Wiring Tests
All fixed electrical installations must be tested at least every 5 years by a qualified person. The date of the next inspection will be confirmed on the Electrical Installation Condition Report (EICR) and must be strictly adhered to (see below). You must make sure that each tenant has a copy of the EICR before the start of the tenancy. Any Category 1 or 2 hazards and FI notifications should be attended to prior to commencement of a tenancy, with corrective works confirmed either on an Electrical Installation Certificate (EIC) or a Minor Works Certificate. A copy should be provided to each tenant and the Local Housing Authority.

Please Note: The re-test date noted on an EICR takes precedence over that on an EIC. If the qualified person incorrectly records a short re-test date on an EICR when Category 1 or 2 hazards and FI notifications are recorded, they should be asked to correct this. An EICR with an expired re-test date risks challenges at court when possession is sought or in the event of an incident.

Enforcement is built into the above Regulations, through issuing of a Remedial Notice to get the work done, which if not complied with the Local Authority can issue a Breach Notice plus a penalty notice of up to £30,000 for breaching the Regulations. Please see the Landlords Guide for more details. By signing this agreement you undertake to comply with these regulations.

11. Occupation Contract Deposit ("Deposit")
Non compliance with the law relating to deposits has very serious consequences. Where you have not chosen the Full Management service we will only arrange for a tenant to pay the deposit directly to you where we are satisfied of your membership of an approved custodial deposit scheme or an approved insurance backed scheme. If the tenant pays the deposit to us by mistake we will only account to you by a direct payment to an approved custodial deposit or after sight of your certificate for an insurance backed scheme. Under our Full Management service we can handle deposit claims and disputes for which there are Additional Charges. Otherwise this will be your responsibility for which please see the guide.

12. Deposit Replacement Guarantee Product
We offer landlords the opportunity of cover equivalent to 6 weeks' rent under a Deposit Replacement Product. Tenants are given the opportunity to either provide a cash deposit equivalent to 5 weeks of rent up front or purchase a guarantee. Tenants remain liable for any breach of the tenancy agreement where a guarantee is purchased and you benefit from additional protection equivalent to an extra weeks rent. In the event that you are not willing to accept a guarantee, please let us know.

The guarantee is arranged through Zero Deposit, which is a trading name of Global Property Ventures Limited, and which is authorised and regulated by the Financial Conduct Authority (reference number 797026). Zero Deposit's privacy policy can be found at www.zerodeposit.com/privacy_notice.

Where the tenant has chosen to provide a rental guarantee product we will make the necessary arrangements to manage this process on your behalf.

Where we hold the Deposit any interest earned on the Deposit will be retained by us.

Where, following an introduction by Sequence, the tenant purchases a Deposit Replacement Guarantee Product ("Deposit Guarantee") and the Tenant maintains the Deposit Guarantee throughout the rental period in substitution of the Cash Deposit referred to in "Our Services" clause 4:
> We shall be entitled to receive a commission payable by the Deposit Guarantee provider;
> Commission is payable by the provider in consideration of our work when arranging and processing the Deposit Guarantee policy. This work involves services for the benefit of the provider, landlord and tenant. Our services allow the tenancy application to proceed. The value of the commission is an amount within the market norm for similar services;
> The Landlord accepts that the Deposit Guarantee will be subject to the terms of the Deposit Guarantee, copies of which are available on request and
> We shall as soon as reasonably practicable inform the Landlord in the event the Deposit Guarantee is cancelled, in which case we shall, at the request of the Landlord, seek to collect the Cash Deposit from the Tenant.

13. Ending a tenancy
If instructed we will serve notice on the tenant enabling you to apply for possession after the expiry of a tenancy, or as permitted when in a periodic state. This will incur an Additional Charge if you have not chosen the Full Management service.

14. Termination of our services
Our **Full Management** or **Rent Collection** service may be terminated by 6 months written notice by either party. Any Rent and Legal Protection policy will terminate automatically but please see 'FEES and CHARGES' for details of fees payable on termination. Termination does not affect any warranties, assurances or indemnity you have given us. Either party may terminate if the other party fails to remedy promptly any breach of this Agreement.

15. Withdrawal costs
If you accept a formal offer from a prospective tenant but then withdraw, you will indemnify us for all costs and expenses that we have incurred.

16. Third party suppliers and tenant services
We may receive fees or commission from tenants or utility suppliers or contractors introduced by us where it is lawful for us to do so.

17. Housing benefit
In the event Any Housing Benefit, Local Housing Allowance, Universal Credit or other form of Benefit which has been paid to you in our normal rental processing, is subject to "Clawback" or any other mandatory repayment made by the Local Authority you agree to repay these monies and you indemnify us against any loss or expense.

18. Legal services
We do not provide legal advice. The Rent and Legal Protection insurance that we offer provides a contribution for legal expenses.

19. Other relevant legislation
• 'The Contracts (Rights of Third Parties) Act 1999'
This Agreement will not be enforceable by any third party.

• 'UK General Data Protection Regulation (UKGDPR)'
We take our responsibilities regarding your personal data very seriously. For further details, please refer to the Privacy Notice, accessible from the home page of our website www.sequencehome.co.uk/privacy and/or our factsheet called "How we use your information". If you require a copy of this factsheet, please ask your local branch. As a Landlord you should register with the Information Commissioners Office (ICO). You can do so, including payment of the relevant fee, at ico.org.uk/for-organisations/data-protection-fee/

• Housing (Wales) Act 2014
For property in Wales you agree to register with Rent Smart Wales and comply with requirements set out under Part 1 of the Housing (Wales) Act 2014.

If you fail to register with Rent Smart Wales, your details will be provided on request to them and may lead to enforcement action.

20. Jurisdiction
This agreement is made in England and Wales and shall be subject to the laws and courts of England and Wales.

21. Interest and VAT
All fees and charges are subject to VAT. We do not pay interest on monies held on behalf of landlords or tenants. We may charge interest at 4% above Barclays Bank Plc base lending rate or the County Court rate whichever is the higher on late payment of sums owing to us.

22. Our right to withdraw
We reserve the right to refuse to accept, or to terminate your instructions if you have not obtained consent to sub-let the property from any superior landlord or lender; if you have not informed us of any special requirements in respect of the property; if you have not obtained any necessary licence, registration or planning consent, or if your property fails to comply, which remain your responsibility.

If you do not choose our Full Management service then you have a legal responsibility to ensure that the renewal of any gas safety record (and periodic inspection report, where applicable) is carried out within the statutory time limits.

Where we are providing Full Management service or Rent Collection service we will inform you if we become aware of any failure on your part to comply with your regulatory obligations, and we reserve the right (but without any obligation) at our discretion, to arrange the necessary work at your expense.

23. Our responsibility
We will make all reasonable efforts to provide the Services to a satisfactory standard and in a timely manner.

PLEASE NOTE THE FOLLOWING IMPORTANT RESERVATIONS AND LIMITATIONS.
> unless you choose our Full Management service then responsibility for the renewal of all safety certification, including but not limited to that associated with gas and electrical safety, remains your legal responsibility throughout the tenancy.
> we accept liability without limit for death or personal injury which is due to our negligence.
> any estimate or advice about future income or expenditure is a general indication only and shall not be treated as a binding assurance or warranty.
> we shall not be liable to you for any loss, injury, damage or for legal or other expenses arising from any defect in the property or its contents (whether or not such defect is apparent) or as a result of any act, omission or insolvency of any third party.
> we shall not be liable to you in respect of any claims made by a third party relating to the property or the letting (unless caused by our negligence) and you will indemnify if any such claim is made against us.
> our Services shall not be taken as imposing any obligation upon us to enforce collection of rent or other charges payable by the tenant or a third party.

- in no circumstances shall we be liable for any indirect consequential or economic loss or expense.

24. Your responsibility

- you accept liability without limit for death or personal injury which is due to your negligence.
- you shall pay and indemnify us for all costs, claims, damages, expenses, fines, loss or for legal or other expenses in full incurred by us as a result of your fraud, breach, negligence or default (whether arising as an act or omission) or from any defects in, or emissions or other dangers arising from the property or its contents.
- you shall pay (or shall repay) us any costs howsoever arising in relation to the arbitration of the deposit.
- you accept responsibility for any works undertaken by contractors whom you instruct or whom we instruct on your behalf (including where we give instructions in our discretion) and for payment of the contractors.
- you warrant that the property complies with all regulatory and statutory requirements.

25. Assignment

We may assign, or otherwise dispose of any of our rights and/or obligations under this contract.

26. Electronic documentation

Contracts which have been signed and delivered electronically (either by fax, email, scanning or website authentication) are binding and admissible in evidence. For convenience, we may ask you, the tenant or any prospective tenant(s) to sign documentation electronically.

FEES AND CHARGES

Subject to the other provisions of this agreement our fees become payable upon a tenant introduced by us entering into a tenancy. For this purpose a tenant will be treated as introduced by us if they are introduced by or have been sharing occupation with a tenant introduced by us.

Fees	without VAT	including VAT (at current VAT rate)
Full Management	16% of rent payable	19.2%
Rent Collection	12% of rent payable	14.4%
Tenant Introduction	One months rent	One months rent plus VAT

These are each subject to a minimum fee of £750 (£900 including VAT) per tenancy term.

All fees are subject to value added tax (VAT).

The fees for our Full Management service and Rent Collection service can be paid either in advance (for the full term of the tenancy) or in monthly instalments at the relevant percentage of the monthly rent payable. The fee for our Tenant Introduction service is due in full at the commencement of the tenancy.

Any fee falling due will be deducted by us from monies received from the tenant but any sum due which is not recovered in that way must be paid by you immediately. If you arrange to take rent direct from the tenant any unpaid balance of our fee becomes payable immediately.

If the tenant defaults, no part of any fee payable in advance will be refunded and fee instalments will remain payable to the end of the stated contractual term of the tenancy. However, after a default, our fee for introducing a new tenant will give credit for any Tenant Introduction fee paid previously to the extent it relates to a period covered by the new introduction.

If you terminate our Services as provided in section 13 of 'OUR TERMS AND CONDITIONS', or if we terminate in reliance upon your breach, you will be required to pay our minimum fee which would have been applicable to the tenancy less the total fees paid to us to the date of termination.

Introduction of new tenant and change of sharers

If a tenant we have introduced, or an approved sharer with that tenant, introduces another tenant to the property or to another property, you will incur a fee on the same basis as set out in this Agreement for Tenant Introduction. A tenancy where at least one of the original tenants or approved sharers of the property remains in occupation will be treated as a continuation or renewal of the original tenancy for the purposes of this Agreement.

FEES RELATING TO RENEWALS, EXTENSIONS, RENT REVIEWS AND PERIODIC TENANCIES

If the tenancy is extended or renewed by a fixed term or continues on a periodic basis, whether by negotiation or default (whether or not we carry out the negotiations) this will incur a fee, calculated and payable as agreed in respect of the original letting together (if applicable) with either the "fixed term and periodic occupation contract negotiation and preparation charge" or the "annual rent review and in increase notice charge" as detailed under "Additional Charges".

INTERPRETATION

In this agreement the following words and phrases will have the following meanings unless the context requires otherwise:
'we', 'us' and 'our' means Sequence (UK) Limited or its subsidiaries or trading names.
'you' means the landlord (or the person for the time being who owns the freehold or long leasehold in the property).
'landlord' means a person letting a residential property.
'the tenant' means anyone entitled to possession of the property under an occupation contract.
'the property' means the residential premises identified in this Agreement.
'term' or 'tenancy' means the fixed term of the occupation contract and any extensions or continuations of the tenancy whether fixed term or periodic arising after the expiry of the original term.

INSURANCE PROTECTION

We are able to offer the following insurance policies;
RENT AND LEGAL PROTECTION INSURANCE.
BUILDINGS AND/OR CONTENTS INSURANCE.

'The landlords guide to successful letting' sets out details of the insurance cover, and some of the terms and conditions of the policies. The premiums payable for Rent and Legal Protection cover are set out in this Agreement. The premiums for Buildings and/or Contents cover will be provided to you on request. You may select Rent and Legal Protection cover or ask for a quote for Buildings and/or Contents cover when you complete the 'YOU CHOOSE' section of this Agreement.

STATUTORY INFORMATION FOR YOU AS OUR CUSTOMER

Our services will be provided by Sequence (UK) Limited whose registered office is at Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN.

Our services will be property services including LETTINGS and MANAGEMENT. The total price of these services, or where that cannot be stated in advance, the method for calculating the total price, is set out in this Agreement.

Where any Additional Charges apply the amount will be notified to you prior to it being incurred.

Our legal obligation is to provide these services according to the terms of the written agreement. Your legal obligation is to observe the terms of this written agreement for the duration of the written agreement and beyond it (where certain of your obligations survive even after the written agreement is terminated or cancelled).

We are members of The Property Ombudsman scheme and comply with their code of practice for residential letting agents details for which can be obtained on request from any of our offices or from their website www.tpos.co.uk. Any formal complaint about our Services should be sent to Sequence Lettings Administration Support at lettingsadministration@sequencehome.co.uk (or please telephone 0121 357 3143). We will provide an acknowledgement within 3 working days and an initial response within 15 working days. Full details of our complaints procedure is also available upon request.

In the event that our internal complaints handling procedure has been exhausted, you should note that the appropriate Alternative Dispute Resolution entity is the Property Ombudsman.

In the event that your complaint relates to insurance, the appropriate Alternative Dispute Resolution is The Financial Ombudsman.

YOUR RIGHT TO CANCEL

An 'off premises' contract

An "off premises" contract is one which is signed or otherwise concluded other than at our business premises and when you and our representative are present. A contract which is concluded by means of a distance communication shortly after you and our representative were in each other's presence other than at our business premises, is also treated as an "off premises" contract.

How to cancel

If this contract is an "off premises contract" you have the right to cancel within 14 days ("Cancellation Period") without giving any reason. The Cancellation Period will expire after 14 days from the date of this agreement or if more than one date is stated on the contract, the later (or latest) date will apply. To exercise this right to cancel you must inform us in writing of your decision to cancel this contract. You may use our model cancellation form set out below but it is not necessary to do so provided you transmit your decision by writing to a current, valid postal address; email address; or fax number. To be able to cancel within the Cancellation Period, it is necessary for you to write to us (as above) before the end of the Cancellation Period. If you decide to exercise this right to cancel, you should write to our branch, office or representative with whom you usually deal or alternatively to the postal address or email address stated in the model cancellation form attached below.

Effects of cancellation

If you exercise your statutory right to cancel, we will reimburse all payments received from you including the cost of delivery (if any) without undue delay but no later than 14 days after the day on which we receive notice to cancel. We will reimburse you using the same means of payment as you used for the payment to us unless you and we have expressly agreed otherwise. If you have requested that we commence our services within the Cancellation Period no reimbursement will be due to you for any goods and/or services already provided to you by us at the time we receive notice of cancellation. If you have instructed us to commence our services before the expiry of the Cancellation Period, it is possible that we will already have introduced a tenant or brought about a letting, or performed or delivered other services for you, before the contract has been cancelled. In that case if you have benefitted from our services you will still be liable to pay any fee for a service provided prior to the cancellation and this may mean the full fee is payable.

MODEL CANCELLATION FORM

TO: Sequence (UK) Limited - Lettings

I am/We are writing to you by means of the following (please tick box):

☐ Writing to: Sequence, Lettings Administration Support, 77 High Street, Ashford, Kent TN24 8SF

☐ Email to: lettingsadministration@sequencehome.co.uk

I/We hereby give notice that I/we wish to cancel our agreement for letting services whose details are as follows:

Property address

Name

Address
(if different from above)

Date contract signed

Date this cancellation form was sent

Reason for cancellation (optional)

Please provide as much information above as possible.

ADDITIONAL CHARGES

initial charges		without VAT	inc VAT
Energy Performance Certificate (EPC)		£60.00	£72.00
occupation contract negotiation and preparation charge		£275.00	£330.00
tenant referencing (per tenant)		£50.00	£60.00
Student Application Fee (per tenant/occupier)		£50.00	£60.00
supervision of an agreement presented by a third-party to the landlord		£325.00	£390.00
negotiating addenda to occupation contract		£50.00	£60.00
inventory administration at the start of the tenancy	Unfurnished	£135.00	£162.00
	Furnished	£150.00	£180.00
inventory check at the end of the tenancy	Unfurnished	£135.00	£162.00
	Furnished	£150.00	£180.00

		Unfurnished		Furnished	
		without VAT	inc VAT	without VAT	inc VAT
Instructing an inventory provider to attend the property to undertake the creation of an inventory prior to the start of the tenancy	Studio	£140.00	£168.00	£160.00	£192.00
	1 bed	£150.00	£180.00	£170.00	£204.00
	2 bed	£160.00	£192.00	£180.00	£216.00
	3 bed	£170.00	£204.00	£190.00	£228.00
	4 bed	£180.00	£216.00	£200.00	£240.00
	4 bed +	£190.00	£228.00	£210.00	£252.00

deposit	without VAT	inc VAT
fee for the on-going management of a deposit/deposit replacement product and complying with the legal requirements of the Tenancy Deposit Scheme (TDS) on your behalf. Chargeable every 12 months or part thereof on the tenancy anniversary date	£50.00	£60.00
to respond on your behalf to your tenants deposit / deposit replacement guarantee product dispute where we provide Full Management	£25.00	£30.00
to respond on your behalf to your tenants deposit / deposit replacement guarantee product dispute where we do not provide Full Management	£200.00	£240.00
facilitating the transfer of your tenant's deposit to you where we have been previously holding and protecting it in the TDS	£50.00	£60.00

renewals	without VAT	inc VAT
fixed term and periodic occupation contract negotiation and preparation charge	£250.00	£300.00
annual rent review and increase notice fee*	£250.00	£300.00
fee to negotiate and process a "Change of Sharer" to include occupation contract preparation	£275.00	£330.00

*Only where Fixed term and periodic occupation contract negotiation and preparation charge does not apply.

general	without VAT	inc VAT
fee for transferring rent and other payments to a Non-UK Bank Account charged per transaction	£25.00	£30.00
annual statement of income and expenditure	£85.00	£102.00
quarterly tax submission for non-UK residents with no HMRC approval	£100.00 per quarter	£120.00 per quarter
annual tax declaration for non-UK resident with HMRC approval	£40.00	£48.00
annual statutory landlord rental income notification to HMRC	£15.00	£18.00
copy statements (each month's statement, or part thereof) - per request	£25.00	£30.00
additional property visits, price per visit	£55.00	£66.00
repairs (full management only). When the net cost of works exceeds £750.00 + VAT and an estimate is necessary - based on the total net invoice of works	10%	12%
arrange redecoration/refurbishment (full management only) - based on the total net invoice of works	10%	12%
to obtain an estimate of works for redecoration or refurbishment. (This will be deducted from our final fee if you decide to proceed)	£100.00	£120.00
court attendances - per day or part thereof	£200.00	£240.00
serve Notices under The Renting Homes (Wales) Act 2016	£175.00	£210.00
arrange Legionella risk assessment	£125.00	£150.00

YOU CHOOSE

sequence

Sequence cannot proceed with the Services until you have completed, signed and dated this Agreement. This Agreement takes effect when we have signed it or when we commence provision of our Services, whichever is the sooner.

Full address of property to be let

Allocated parking space

Landlord 1 (full name)

Landlord 2 (full name)

	Landlord 1	Landlord 2
Daytime Tel		
Evening Tel		
Mobile		
Email		

Any additional legal owners not included above to appear on the occupation contract

Address for correspondence during the tenancy (full address including Postcode and Country)

☐ I/we require the Full Management service

management fee 16% plus VAT (19.2% including VAT) of all rents payable

Advance ☐ % including VAT Monthly ☐ % including VAT

☐ I/we require the Rent Collection service

letting and rent collection fee 12% plus VAT (14.4% including VAT) of all rents payable

Advance ☐ % including VAT Monthly ☐ % including VAT

Example of how our % fee is calculated
Using a rent of £800 per calendar month and our published management fee of 19.2% including VAT our fee would be £153.60/month or £1,843.20 annually including VAT.

☐ I/we require the Tenant Introduction service

tenant introduction fee one months rent (plus VAT) for full term of the tenancy as set out in our Fees and Charges (page 4)

£ ☐ including VAT.

All services are subject to a minimum fee of £750 plus VAT (£900 including VAT).

All fees will have VAT charged at the prevailing rate.

Inventory

Yes ☐ **No** ☐ Please instruct on my/our behalf an inventory and provide the necessary administration at the start of the tenancy and check out at the end in accordance with the charges set out under "Additional Charges"

I/we acknowledge that I/we will be liable to pay additional fees as set out in the section headed 'ADDITIONAL CHARGES' in the circumstances set out in that section and that further fees may be payable where tenancies are renewed or continue beyond the fixed term and in other circumstances as described in this Agreement

Request to start contract immediately

Yes ☐ **No** ☐ I/We acknowledge that I/we may postpone the start of the contract, but I/we hereby request that you start the contract and your Services immediately and I/we have initialled the box to confirm this request. I/We acknowledge and accept that in the event of our cancelling the contract within the Cancellation Period as described in the Section "Right to Cancel", the total price, fees or charges for Services you have provided may be payable in full.

SAFETY

Please read carefully clause 8 of 'Our Services' and clause 2 and 21 of 'Our Terms and Conditions' and then indicate your instructions in the boxes below.

Gas Safety Certificate

☐ no gas to property ☐ Sequence to provide ☐ landlord to provide

NB we cannot proceed with any let unless we hold a valid gas safety record.

Electrical: Portable Appliance Testing (PAT)

☐ Sequence to provide PAT ☐ landlord to provide ☐ neither

Electrical: Electrical Installation Condition Report (EICR)

☐ Sequence to provide EICR ☐ landlord to provide

Where our full management service is selected, PAT and EICR will not automatically be renewed unless you indicate here **Yes** ☐ **No** ☐

1. I/We declare that I/we have read and fully understand this Agreement and the 'Additional Charges'.
2. I/We declare that I/we am/are sole/joint owner(s) of all the property.
3. I/We declare that I/we have obtained all necessary consents to let the property, I/we declare that there is no reason known to me/us why I/we should not let or offer to let the property.
4. I/We confirm that I/we have disclosed to you all material information about the Property which might reasonably affect a prospective tenant's decision to view and/or proceed with a tenancy at the Property.
5. I/We confirm that all gas appliances and installations at the property comply with the prevailing safety regulations and that this will be confirmed with the provision of Gas Safety Record prior to commencement of tenancy.
6. I/We confirm that all electrical installations and portable appliances at the property comply with the prevailing safety regulations and that this will be confirmed with the provision of the required safety certification prior to commencement of the tenancy.
7. I/We confirm that the property complies with the Renting Homes (Wales) Act 2016 and The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 and I/We have had an opportunity to seek independent advice. I/We confirm that I/We have disclosed to you any relevant hazards affecting the property under the Housing Health and Safety Rating System.
8. I/We confirm that smoke and carbon monoxide alarms will be fitted at the property in accordance with the provisions of the prevailing regulations.
9. I/We acknowledge that the letting services you perform now may benefit me/us in the future if the tenancy renews or extends and therefore you may charge renewal commission on these events (see under 'Fees and Charges').
10. I/We declare that for the duration of the tenancy I/we will be resident in the UK for tax purposes and will immediately notify Sequence (UK) Ltd if I/we become non-resident in the UK for tax purposes (see section 6 *Income Tax* under 'Our Terms and Conditions').
11. I/We confirm that once I/we have approved our tenants' references I/we will authorise you to sign the Occupation Contract on my/our behalf as my/our agent.
12. I/We instruct you to provide our contact details to any prospective tenants.
13. I/We confirm that all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including any later replacements) do and will comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
14. I/We confirm that where a tenant takes a deposit replacement guarantee product I/we agree to my/our data being passed to the product provider, Zero Deposit for the purposes of administering the product.
15. I/We confirm that during the term of this agreement, I/We have in place adequate insurances and public liability cover.

Sequence (UK) Ltd, has referred to some but not all of your legal obligations as a landlord in this Agreement and you may not rely on this Agreement as setting out your full legal obligations.

INSURANCE

I/We confirm that I/we have read the section of this document headed INSURANCE PROTECTION and that I/we have read the Insurance section in the guide.

Rent and Legal Protection Insurance

If you require our Rent and Legal Protection insurance (subject to the tenancy meeting the required criteria which includes, but is not limited to, your proposed tenants meeting the required referencing criteria), please tick the box below and we will arrange for this to commence at the start of the tenancy.

First read the insurance declaration below as if you cannot agree with this it will not be possible to proceed.

Insurance declaration

I/We declare that to the best of my/our knowledge:

1. There are no circumstances known about that could give rise to a claim under the terms of the Rent & Legal Protection policy I/we have requested.
2. No insurer has ever refused to offer me/us a landlord's rent protection or landlord's legal expenses insurance policy, cancelled a policy mid-term, or imposed special terms or declined to renew a policy.
3. I/We accept that the decision to purchase this insurance is mine/ours and is based not on any advice or recommendation, because none has been given, but on my/our interpretation and understanding of the information that has been provided by you.
   I/We have received, read and understood the Insurance Product Information Document and Key Information on our Protection Services Document included within *'the landlords guide to successful letting'* and I/we confirm that by ticking the box below, I/we wish to purchase Rent & Legal Protection insurance, subject to any tenants and the tenancy meeting the relevant criteria, including requirements for suitable referencing. I/We accept and agree that my/our instruction is a request for insurance, which if accepted by the insurer will be confirmed to me/us in writing along with the policy documentation and will result in a monthly premium being charged.

Rent and Legal Protection insurance will cost 2.85% of the monthly rent plus insurance premium tax @ 12% of the premium (3.19% inclusive) **charged to you monthly, for the period of the tenancy. This can be paid by deduction from rent collected if you have contracted for Full Management or Rent Collection.** Insurance Premium Tax will be charged at the prevailing rate. The current premium rate is set out above, this may be reviewed from time to time and you will be notified of any changes before they take effect.

I/we request that Rent and Legal Protection insurance commences at the start of the tenancy **Yes** ☐ **No** ☐

I/we confirm that I/we have read and agree the Insurance Declaration above **Yes** ☐

Buildings and Contents Insurance

Buildings and Contents Insurance cannot be ordered using this document. Please indicate in the box if you would like to be provided with a quote for buildings and contents insurance subject to the section of this document headed 'INSURANCE PROTECTION' and the relevant information in the guide. **Yes** ☐ **No** ☐

IN ORDER TO MAKE PAYMENTS TO YOU WE REQUIRE YOUR UK BANK DETAILS

Name of bank and branch		Name of bank and branch	
Sort code	Bank account number	Sort code	Bank account number
Bank account name		Bank account name	

Signed		Print name		D.O.B		Date	
Signed		Print name		D.O.B		Date	
Signed on behalf of Sequence		Print name				Date	

Vulnerable Customer Support We are committed to providing fair, inclusive and accessible support to all our clients, including those who may be vulnerable due to personal circumstances. We recognise that vulnerability can arise from a range of factors, including age, disability, mental or physical health conditions, financial difficulties, language barriers, or significant life events. If you believe you may require additional support when engaging with our services, please let us know or confirm here ☐

allen & harris
bagshaws residential
barnard marcus
barnfields
brown & merry
fox & sons
holroyds
jones & chapman
knight partnership
manners & harrison
roger platt
shipways
swetenhams
william h brown

landlord's guide to **successful letting in Wales**

welcome to the guide to successful letting

This guide is intended to be read alongside our '*Agreement for Letting Services*' and provides more detail of our services and some useful information.

It aims to provide you with advice for successfully letting residential property, including a summary of relevant legislation and regulations.

It also includes details of insurance policies which are available through us to protect your property (and its contents) and to provide protection for loss of rental income and help towards legal expenses, where a tenant defaults.

contents

what rent to aim for

We will be happy to advise you on the current market rental value for the property. Please note that normally the tenant is responsible for outgoings such as gas, electricity, water (including sewerage and environmental charges), telephone, other fuel and council tax, and you will be responsible for outgoings such as service charges and ground rent.

preparing your property for letting

There may be steps you could take to improve the prospect of a successful letting and to increase the rent. Ideally, the property should appear in good order externally and inside, be thoroughly cleaned and any necessary refurbishment and repairs carried out before prospective tenants are shown the property. We recommend neutral colour schemes and professional cleaning, as well as clearing the property of all personal effects. We can also advise on what furniture should be left in the property. The aim is to make it easier for tenants to imagine themselves living there and helps the property to appeal to the widest possible audience. If you would like help with repair or redecoration, please ask for a copy of our 'Vacant Property Services Terms of Business'.

For further advice on how to ensure proper evidence of cleaning and condition please refer to the information on check-in and check-out later in this guide. You will also need a current Energy Performance Certificate (EPC) for the property and an EICR. EPC and EICR requirements are covered in more detail later.

consents to let your property

If your property is subject to a mortgage, or is held by you on lease, you may be required under the terms of the mortgage or lease to ask the mortgage company or the freeholder (or head lessor) for permission to let the property. If you are unsure about your position or how to go about asking for permission then it is advisable to speak to a solicitor.

It will be a term of your buildings and contents insurance that you advise your insurer of your intention to let. Some insurers will not permit this or will require extra premiums or an increased excess. Specialist insurance for let properties, to include landlord's public liability cover is available through us and details are provided later in this guide.

licence and/or planning permission requirements

Licensing and/or planning permission requirements are becoming more commonplace for the letting of a normal residential property to one occupant or family but if you have any doubt about the permitted occupancy of your property you should seek professional advice. Where you are letting in circumstances where the property will be a 'house in multiple occupation' (HMO) then many local authorities require registration of the landlord and licensing of the Property. We can advise you whether the property is likely to qualify as an HMO and whether any registration or licence is required. More details are provided later in this guide.

There are numerous other legislative and regulatory requirements, some with significant penalties, for a landlord of residential property. It is very important that you are aware of these and we will provide a summary later in this guide.

marketing your property

You will want your property to be marketed as soon and as widely as possible, but it is not lawful to start marketing without a current EPC (which we can arrange for you) which has to be provided to prospective tenants.

You are not able to legally market or rent out a property with an EPC rating of F or G under the Minimum Energy Efficiency Standards (MEES). More details are provided later in this guide.

We will undertake a number of checks to ensure compliance with money laundering regulatory requirements and best practice.

We market to all applicants registered with us and we will also display your property on our own website, as well as Rightmove and Zoopla. We will erect a 'to let' board but please note that in certain circumstances you may need consent for this from persons with an interest in the property. There may also be restrictions in place under bye-laws or where the property is in a conservation area.

the right tenant

It is very important to check, as far as possible, that the prospective tenant has permanent employment or other secure income and a satisfactory credit history. It is not possible to guarantee that a prospective tenant will not default, or damage the property, or cause other problems, but the tenant should be required to complete a detailed application form (including providing employer and landlord references if possible) which should be provided to a reputable tenant assessment and credit referencing agency for processing. Sometimes the tenant may need to offer a separate guarantor who will also need to be assessed carefully. We will arrange this for you and you will be provided, on a strictly confidential basis, with a copy of the report (which will not contain background, verification of bank details or criminal record checks).

We are not responsible for the accuracy of any information contained in the references nor do we warrant that a tenant is suitable and/ or will perform the obligations contained in the occupation contract.

We will not make a recommendation, and the decision whether or not to accept the tenant is yours. Where circumstances permit we recommend that the landlord meets the prospective tenant.

Upon completion of the referencing process we will pass the references to you for approval before entering into the occupation contract. We will not enter into a occupation contract until you instruct us to do so.

We will charge you a fee once the tenant(s) have signed the occupation contract for carrying out the referencing checks for the tenancy the cost to you is set out in the 'Agreement for letting services' Additional Charges. You will not be charged for any tenant's failed application.

the occupation contract

For a residential letting the agreement used is normally an occupation contract. The occupation contract is of course a contract binding on you and your tenant and you should ensure you are familiar with its terms.

You should be aware that there are also several important statutory obligations upon landlords as explained later in this guide.

It is very important to use an up-to-date and properly drafted occupation contract and to ensure that the form used is relevant to your particular let. It may be that your mortgagee, or superior lessor or landlord, will require certain terms to be inserted. If you are in any doubt you should speak to your solicitor. Subject to that we will provide a form of agreement which is regularly reviewed and updated by specialist lawyers. The cost to you is set out in the '*Agreement for letting services*' *Additional Charges*. We cannot accept responsibility for an occupation contract (or for any other documents) introduced by another party (e.g. by you, a tenant, a relocation company, or a solicitor) and which we have not prepared. We can, however, arrange for such a document to be checked for you (see '*Additional Charges*').

You will need to decide on the term of the tenancy, our recommended initial term is for twelve months. The longer the term the longer the period for which you can rely on the rental income (assuming the tenant does not default). However you may have reasons for wanting to recover the property within a particular time frame and it is also important to bear in mind that the landlord is unable to increase the rental during a contractual term.

Later in this guide we explain what options are available to you when the contractual term expires and the circumstances in which you can increase the rent or recover possession (including where the tenant defaults).

Our '*Agreement for Letting Services*' provides authority for us to sign the occupation contract on your behalf although we will not do so until we have your written instructions that you are happy with the prospective tenant.

If you have chosen our Full Management or Rent Collection service you agree to notify us of any change in your address so that we may inform the tenant as required under the prevailing legislation.

tenant deposits

In Wales there are currently no restrictions on the level of deposit.

Tenants should be required to provide a deposit or where available a deposit substitute for example a deposit replacement guarantee product or a guarantor who will stand as surety for the deposit.

We are registered and insured under the Government approved Tenancy Deposit Scheme operated by The Dispute Service Ltd for the lawful holding of tenant deposits. The responsibility for raising a deposit dispute under TDS Direct rests with the tenant. When we receive a tenant's deposit on your behalf, (see '*Additional Charges*') we will serve the Prescribed Information Notice and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession cannot be served on a tenant whose deposit is not protected under the deposit protection legislation. A tenant and certain other persons affected (Relevant Persons) may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):

(a) fails to give prescribed information within the Statutory Time Limit; or

(b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or

(c) notifies the tenant or Relevant Persons that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

The Scheme rules are available to view at
www.tenancydepositscheme.com/tdsdirect

A very important point for you to bear in mind is that we must hold the deposit as 'stakeholder'. This means that we can only pay money from the deposit if:

(a) both landlord and tenant (and Relevant Persons) agree in writing; or

(b) the court orders us to do so; or

(c) the Tenancy Deposit Scheme directs us to do so.

During the tenancy

Our standard form of occupation contract provides that we will hold all monetary deposits as 'stakeholder' under the terms of the Tenancy Deposit Scheme where appropriate. We will hold the deposit in our client account (separate from the money we use to run our business).

If the Tenancy Deposit Scheme directs us to send the deposit to it, we must do that within 10 days of receiving its direction. The Scheme will not normally direct us to send the deposit to it unless there is a dispute about how it is to be divided at the end of the tenancy.

Where there is no dispute about the deposit at the end of the tenancy

At the end of a tenancy, we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant.

Where you have selected our Full Management service we will help you to try and resolve any areas of dispute within a reasonable time (including obtaining quotations, estimates or arranging contractors on your behalf in accordance with your instructions).

Where you have selected our Rent Collection or Tenant Introduction service, and we hold the deposit under the Tenancy Deposit Scheme, then you need to agree with your tenant what deductions, if any, are appropriate and once agreed we require confirmation in writing from you and the tenant before we can release the deposit accordingly.

Where there is a dispute about the deposit at the end of the tenancy

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

A tenant can ask us as the Tenancy Deposit Scheme stakeholder to repay the deposit at any time after the tenancy has ended. The landlord must agree to the prompt release of any part that does not need to be held back to cover breaches of the occupation contract. We will take your instructions at the time regarding the amount to be withheld. If the tenant asks us as the stakeholder to repay some or all of the deposit, and this is not done within 10 days from and including the date of the tenant's request, then the tenant can notify the Tenancy Deposit Scheme that a dispute has arisen.

Depending on the circumstances, the Scheme may then direct the stakeholder to pay the disputed amount to the Scheme and this payment must be made within 10 days of the Scheme direction and does not require the landlord's authority.

Where you have selected our Full Management service we will, subject to your instructions, submit to the Tenancy Deposit Scheme your reasons for resisting the deposit dispute raised by the tenant.

Where you have selected our Rent Collection or Tenant Introduction service, the responsibility for responding to your tenant's deposit dispute claim will be yours.

The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. 'Alternative' in this context means an alternative to court proceedings. It is intended to be a faster and less expensive way of resolving disputes.

The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to a standard occupation contract.

You must notify the Scheme whether you agree to alternative dispute resolution within 10 working days of the date of the Scheme's communication to you or the stakeholder. Failure to respond is treated as consent to alternative dispute resolution.

If the tenant does not agree to the deposit deductions but does not raise a dispute with TDS then the landlord will need to begin court proceedings if the claim is to be pursued. The deposit will be retained until the proceedings are completed. If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from **www.tenancydepositscheme.com/tdsdirect**

The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant.

If you order any work to be done at the property before a dispute has been resolved, you take the risk that the cost will not be included in any part of the deposit which may be returned to you. It is unwise to make any assumption about the outcome of a dispute over a deposit.

Deposit Replacement Guarantee Product

We offer landlords the opportunity of cover equivalent to 6 weeks' rent under a Deposit Replacement Product. Tenants are given the opportunity to either provide a cash deposit equivalent to 5 weeks of rent up front or purchase a guarantee. Tenants remain liable for any breach of the occupation contract where a guarantee is purchased and you benefit from additional protection equivalent to an extra weeks rent. In the event that you are not willing to accept a guarantee, please let us know.

The guarantee is arranged through Zero Deposit, which is a trading name of Global Property Ventures Limited, and which is authorised and regulated by the Financial Conduct Authority (reference number 797026). Zero Deposit's privacy policy can be found at www.zerodeposit.com/privacy_notice.

Where the tenant has chosen to provide a rental guarantee product we will make the necessary arrangements to manage this process on your behalf.

Where we hold the Deposit any interest earned on the Deposit will be retained by us.

Where, following an introduction by Sequence, the tenant purchases a Deposit Replacement Guarantee Product ("Deposit Guarantee") and the Tenant maintains the Deposit Guarantee throughout the rental period in substitution of the Cash Deposit referred to in "Our Services" clause 4:

- We shall be entitled to receive a commission payable by the Deposit Guarantee provider;
- The Landlord accepts that the Deposit Guarantee will be subject to the terms of the Deposit Guarantee, copies of which are available on request and
- We shall as soon as reasonably practicable inform the Landlord in the event the Deposit Guarantee is cancelled, in which case we shall, at the request of the Landlord, seek to collect the Cash Deposit from the Tenant.

Time limit for submitting a dispute to Alternative Dispute Resolution

The time limit for sending a dispute to the Tenancy Deposit Scheme for Alternative Dispute Resolution (ADR) is 3 months from the end of the tenancy in all cases. If no claim for ADR has been submitted within that time, the parties will need to negotiate a settlement or use some other means of resolving their dispute (for example, court proceedings).

Where an occupation contract is not required

In this case the deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available.

If a dispute arises, the tenant will contact the Scheme. Then:

(a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
(b) you and the tenant must consent in writing to the proposed method if all want to proceed (if not, the options are to negotiate or litigate);
(c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee, and the disputed deposit, to the Scheme.

Inventory

If it becomes necessary to take advantage of Tenancy Deposit Scheme dispute resolution service (or any other form or arbitration) you will need to provide evidence for your deposit deductions claim. This will usually include a comprehensive inventory, check in and check out report, together with signed schedules of condition. Awards can be automatically made in favour of the tenant, if such evidence cannot be provided.

Where you have elected not to have an inventory and schedule of condition, we will not respond on your behalf to the Tenancy Deposit Scheme in answer to your tenant's registration of a dispute.

If we don't hold a deposit

If you instruct us not to hold your tenant's deposit as required under prevailing legislation, then we will not collect or handle the deposit on your behalf. We will require you to provide us with evidence as to which other tenancy deposit protection scheme will protect the deposit and then ask the tenant to pay the deposit directly to you.

You must in such circumstances provide your tenant with the statutory 'Prescribed Information' and a copy of your chosen schemes rules and register or lodge the deposit with your chosen scheme within 30 days of its being received by you (whether the funds have cleared or not). If you do not do so then the tenant can take legal action against you in the County Court which may result in an order that you must repay the deposit to the tenant or lodge it with an approved custodial scheme. In addition, you can be ordered to pay compensation to the tenant of an amount up to three times the original deposit. You will be unable to serve a notice to end the tenancy and to enable you to commence possession proceedings until you have complied with such an order.

Where you have instructed us not to hold your tenant's deposit our standard form of occupation contract will not comply with the rules of the deposit scheme you have chosen. It will be your responsibility to ensure your tenant is provided with appropriate Prescribed Information, along with the scheme rules, and the protection certificate. You must also ensure that the necessary clauses are included in the occupation contract.

You should consult your deposit scheme provider to ensure full compliance with their scheme and the statutory requirements.

Should the tenant pay the deposit to us in error before the start of the tenancy and you are a member of an approved deposit protection scheme you must provide us with proof of membership and a copy of the deposit protection certificate before we will release the deposit to you.

If you are not a member of such a scheme we will send you a cheque for the amount of the deposit made payable to the relevant custodial scheme for you to forward to them.

In either case you must meet all the deposit protection requirements within 30 days of its having been initially received by you or your agent.

collection of initial rent and deposit

The agreement will of course specify the monthly rental (and that this is payable in advance) and, where the tenant has not opted for a deposit replacement guarantee, their cash deposit. It is very important that, before the tenancy commences and the tenant is let into the property, the tenant has paid the first month's rent and the deposit. Where you have selected our services we will arrange this.

rent processing during tenancy

The following information applies where you have selected our Full Management or Rent Collection service. After collecting the initial rent payment, we will continue to process the rents received from your tenant throughout the tenancy. We will deduct any fees or expenses due, and electronically forward any balance due to you to your nominated UK based bank account. We will endeavour to action all payments within two working days of the rent due date and being notified that the funds have cleared into our account. (Please remember that bank clearing times are usually three working days, but this may vary). We are unable to make payments into non-UK Bank accounts. You will need to provide us with details of a UK bank account. Where we are instructed to make payments into a Non-UK bank account, this will attract an additional fee to reflect the increased cost and administration of such transfers. (See fee set out in "Additional Charges".) A full statement of account will be sent to you after the end of each month, so long as there has been activity on your account during that month. For speed and convenience we will email statements to you, so please supply us with an email address for this purpose. There will be a charge if you wish us to send hard copy statements in addition to the emailed ones - see '*Additional Charges*'.

Where we are processing the rent and rent payments are late, we will issue reminder letters to your tenant(s) as follows: 7-9 and 14-16 working days after the due date. After 28-30 working days, a final reminder is sent advising the tenant that legal action may be taken. At this time, we will contact you and ask for your instructions, but we will not be actively chasing your tenant for outstanding rent after this time. You may wish to deal with the matter yourself or consult a solicitor.

Please understand it will always be your responsibility to take legal action, instruct a solicitor or protect your position. We can suggest a suitable firm of solicitors on request. Should you choose to deal with the matter yourself, we will assist you where possible, but once a solicitor has been instructed we will take no further action other than assist where appropriate.

Please note we will not be held responsible if your tenant fails to pay the contractual rent.

If you have taken out Rent and Legal Protection insurance you may have a claim on the insurance against your loss of rent and legal expenses subject to time limits and the terms and conditions of the policy. Please see the explanation later in this guide of the policies available and the relevant terms in the Agreement for Letting Services.

income tax

Under current UK tax legislation you have an obligation to declare all rental income received on any property in the UK to H M Revenue & Customs (HMRC).

For all landlords (where we process rent), we will provide you with a statement of income and expenditure on an annual basis to help you with your tax situation. (See '*Additional Charges*').

Resident landlords

Under the Finance Act 2011, paragraph 18 of schedule 23, we have a legal obligation to inform HMRC of all rent collected on behalf of landlords by tax year. (See '*Additional Charges*')

Non-resident landlords

A letting agent for a non UK resident landlord (or the tenant where there is no letting agent and the rent is more than £100.00 a week) must deduct tax at the basic rate from the landlord's rental income unless HMRC permits payment without deduction.

Online non-resident landlord forms

Under the Non-Resident Landlords Scheme (NRL), landlords can apply directly to HMRC - Charity, Assets & Residence – Residency Dept. - for approval to receive the rent without tax being deducted, by completing an online NRL form. NRL1i for individuals, NRL2i for companies, NRL3i for trustees. These online forms are available on the HMRC website:
www.hmrc.gov.uk/international/nr-landlords.htm.
The old paper based NRL forms are no longer available, applications can only be made online.

Separate applications have to be made by each owner of a property, including husbands and wives. Applications can be made any time, including before you leave the UK, or before the tenancy has started. If HMRC grants an approval they will write directly to us and issue us with an approval number for you – this is the only way we can stop retaining tax. Where approval is granted, this does not mean that the income is exempt from UK tax, only that tax does not have to be deducted prior to payment. The approval is not transferable and must be in the name of the current letting agent handling the rent.

Where we are processing the rent and are required to deduct tax, we will submit quarterly and annual returns on your behalf and prepare the final certificate. We will make a quarterly charge for doing this (see '*Additional Charges*'). Although you may give a 'c/o address' for correspondence, we are required by HMRC to hold your actual residential address on file.

Where HMRC has issued an Approval to a Non-Resident Landlord, we are required to submit an annual return to HMRC, and we will make an annual charge for this submission (see'*Additional Charges*').

Our '*Agreement for Letting Services*' explains what requirements have to be met before we are permitted to account for rent to landlords resident overseas without deduction of tax. If you would like further information relating to the Non Resident Landlords' Scheme (NRL) please let us know or talk to your accountant.

inventory/check in/out procedure and cleaning

We strongly recommend that an inventory of contents and schedule of condition is prepared before a tenancy starts. In addition to complying with provisions under The Renting Homes Wales Act, this provides vital evidence in the event that the tenant is found to have caused any damage or removed any items and for that reason it is best to employ a professional inventory clerk. Without a credible inventory it may be very difficult to make any court claim against the tenant for damage or theft and the landlord's attempt to claim against the tenant deposit may be rejected. However please note that normally the inventory does not include the testing of appliances, testing the central heating system, or moving furniture.

We can recommend and instruct an inventory company to provide you with the best possible service. You would first be asked to approve the cost which varies depending on the size of the property. The landlord pays for the preparation of the inventory (a copy of which should be provided to and if possible agreed with the tenant) and the cost of checking the inventory at the beginning and end of the tenancy.

We strongly recommend that the property is professionally cleaned prior to the commencement of the tenancy, so that this can be noted in the schedule of condition. Without this it is becoming increasingly difficult to make any claim against a tenant's deposit for cleaning at the end of a tenancy. We also recommend that the receipted invoice for any pre tenancy cleaning is retained as additional proof. This will set the required standard of cleanliness for the property on the termination of the tenancy, subject of course to wear and tear.

council tax and utility suppliers

Council tax will normally be paid by the tenant, however, please note that you will remain liable for payment of council tax where you retain any part of the assessed property for your own use or where the letting is categorised as a house in multiple occupation (HMO). In such cases it is important that the occupation contract provides for appropriate contributions to be recovered from the tenant(s). This also applies if the property is not the sole or main residence of the tenant.

A landlord will also be liable for council tax if part of the property is retained or the initial fixed term of the tenancy is for less than six months or the tenancy is allowed to continue at any time on a month by month basis although some Councils do not enforce this rule.

The law does not permit a landlord to require a tenant to use any particular utility supplier. However we recommend comparing tariffs and if appropriate accounts can be changed to a new supplier before the tenancy starts or during the tenancy with the tenant's agreement. We will supply you with meter readings (where applicable) as long as the inventory clerk has been able to access the relevant meters at the time of the check in and/or out.

Under the Water Act 2003 a landlord cannot refuse a tenant's request to install a water meter to the property. Once a meter has been installed, it is not possible to revert to the previous rated system. Section 45 of The Flood and Water Management Act 2010 places an obligation on the landlord to provide the tenant's contact details to the water company. We will only do this on your behalf where you have selected our Full Management service.

Energy Supplier

The Landlord hereby authorises the Letting Agent, as its agent, to appoint OVO Energy Limited as the electricity and Gas supplier for the property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

OVO Energy Limited will provide customer service and support for all aspects of the energy account(s), whilst the property is supplied by OVO Energy Limited.

The Landlord agrees that the Letting Agent may pass the Landlord's name and contact details to OVO Energy Ltd. for the purposes of:

(a) registering the electricity and/or gas meters at the property with OVO Energy Ltd., providing electricity and gas to the property and administering the Landlord's account;

(b) registering the Landlord with the relevant local authority for the payment of council tax; and

(c) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

OVO Energy Ltd. will use the Landlord's name and contact details only for the purposes set out above. OVO Energy Ltd. will comply with its obligations as a data controller in the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) and any other data protection legislation which is enacted in the UK and will handle the Landlord's data in the manner set out in OVO Energy Ltd's standard terms and conditions and/or privacy policy. OVO Energy Ltd. will not share the Landlord's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Landlord's details for the duration of any contract with OVO Energy Ltd. The Landlord is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Landlord is dissatisfied with the manner in which OVO Energy Ltd. handles their details they may lodge a complaint with the Information Commissioner's Office. If the Landlord has any questions regarding the details or use of the Landlord's data held by OVO Energy Ltd., the Landlord may contact OVO Energy Ltd. at 1 Rivergate, Temple Quay, Bristol BS1 6ED or **www.ovoenergy.com/help**.

visiting the property

It is very important that the landlord visits the property from time to time to check that it appears to be in good condition and to ensure there are no obvious signs of damage by the tenant or of other unsatisfactory tenant behaviour. The occupation contract will provide for the landlord to be permitted to view inside the property at stated intervals on reasonable notice.

If you have selected our Full Management service we will make visits as described in the '*Agreement for Letting Services*' or we may arrange this with contractors, or agents. The aim is to assess the general condition and decorative state of the property (excluding lofts, garages, outbuildings and basements - unless classed as formal living accommodation under Building Regulations). These are not surveys, do not cover latent inherent or structural problems, and do not form part of an inventory check. A visit will be carried out periodically, subject to access being granted by the tenant, and that it is safe to do so with no other local or national restrictions are in place. Please note that we are unable to use any keys to the property without the tenant's express consent and are unable to force entry.

If your property is vacant it is important to ensure it is secure and visited regularly (and that insurers are notified). If this is inconvenient for you then please ask for details of our 'Vacant Property Service'.

repairs and maintenance

Where you have chosen our Full Management service we will instruct contractors on your behalf. We act as your agent so that the contract will be directly between you and the contractor. Any recourse in relation to the works or to payment for the works will be between you and the contractor. We cannot accept responsibility for commissioning repairs or maintenance if we are holding insufficient funds. We will not commission major works, such as re-roofing or replacement of a boiler, without your first approving the estimate. In such cases or if the works need to be inspected, then an arrangement charge will be payable (see '*Additional Charges*') but we do not accept responsibility for the quality of the work.

In the case of minor work required to meet your responsibilities under the occupation contract, we will, on your behalf, authorise contractors to carry out work up to £200 (ex VAT) provided we are in funds. If practicable, for example if there is no urgency, we will obtain your prior consent to incur any greater expenditure.

You should arrange for any boilers, stoves and any other appliances using solid fuel, gas or oil to be serviced annually by a qualified contractor in order to ensure they are working efficiently and safely. Should you require us to arrange this please confirm in writing.

Where you have a warranty for a newly built property, or a repair/maintenance/service agreement for the property or for a boiler or other goods, then you must advise us if these include a requirement to employ a named contractor or to obtain prior authority for repairs. If we are not aware of this then we cannot accept liability if your warranty or service agreement is invalidated.

We do not accept responsibility for the quality of the works or any other default of a contractor.

Unfortunately we cannot make any payment from your rental balance to contractors or suppliers not instructed by us.

Major repairs or other works

A landlord should advise the tenant of any major repairs, construction or maintenance works due to be carried out to the property, or to adjoining properties, as these could breach the tenant's right to "Quiet Enjoyment". Should you be aware or deemed to be aware, this might give your tenant grounds to take action against you for breach of contract.

when a tenancy expires

The tenant may leave the property on the expiry of the tenancy without the requirement to give prior notice to the landlord.

The law provides that, even where the term of a tenancy has expired, the tenant may remain in the property on the same terms unless a notice to terminate is served on behalf of the landlord.

This notice must be in writing in a prescribed form.

Such notice will take effect on a date not less than six months after expiry of the fixed term. Using a twelve month fixed term tenancy as an example, notice for possession will therefore expire six months hence, and so eighteen months after commencement of the tenancy.

If the landlord serves a valid notice to terminate the tenant's right to occupation and the tenant remains in occupation, then the tenant may not be evicted without an order of the Court (and any form of physical interference with the tenant or with the tenant's peaceful occupation of the property is unlawful). We strongly recommend that in such circumstances you take specialist legal advice.

Where instructed we will look to renew the tenancy and apply a suitable rent review.

Where the tenant vacates the property by agreement, or in accordance with a court order, it will be necessary for the deposit to be returned to the tenant unless the landlord files a claim (which may be for outstanding rent or damage to the property or its contents) more details are set out below.

where a tenant defaults

Where a tenant is in breach of the terms of the occupation contract (for example by failing to pay the rent or persistently paying late, by damaging the property or contents, or by making unlawful use of the property or creating a nuisance to others) the landlord is entitled to serve a formal legal notice requiring the tenant to correct the situation within two weeks. If the tenant fails to respond adequately within that time then possession proceedings can be commenced.

If the tenant remains in occupation after any court order takes effect then eviction is only possible using a duly authorised bailiff and in accordance with the order. You should be aware that the courts do not always grant possession orders promptly and in some cases will allow the tenant to remain in occupation if arrears of rent are paid. The court may also take a less serious view about damage to property or contents than the landlord expects. It is also often the case that a tenant who is in default will submit a defence or counterclaim to the court which may, for example, allege defects in the property or lack of maintenance or repairs. Consequently possession proceedings can become complicated, protracted and expensive.

The landlord may then be prejudiced by the delay in being unable to re-let the property, or to recover arrears or the cost of repairs from a tenant (who may be unable to pay or difficult to trace irrespective of the court order).

For possession proceedings you will need to seek independent legal advice. We will not be responsible for any legal action that may ensue between you and your tenant at any stage during or following the tenancy.

Nothing in this guide should be taken as constituting legal advice and we strongly advise landlords to seek specialist legal advice in relation to obtaining possession and recovering arrears of rent and cost of repairs.

We can also arrange insurance cover towards loss of rent and legal expenses, and for buildings and contents. Details are provided later in this guide.

safety requirements

We have mentioned earlier some instances where the law imposes obligations and constraints upon landlords. The following information is intended to offer you a summary on how the law affects your responsibility to take care of your property and its contents in order to ensure the safety of all who might happen to be there whether tenants or visitors. This information on safety is for your guidance but is not exhaustive and should not be relied upon as legal advice. It does not limit your responsibility to your tenant. For the avoidance of doubt our Services do not cover communal areas within a building regardless of whether or not they are owned or under the control of the Landlord.

Please note that you should speak to your insurer to make sure you have adequate cover in relation to the death or injury of an occupier or anyone else who might be in the vicinity of your property. We can explain the protection available if you take out landlord's buildings and contents insurance.

The Furniture and Furnishing (Fire) (Safety) Regulations 1988 as amended

These regulations apply to soft furnishing such as mattresses, padded headboards, bed bases, sofas, sofa-beds, armchairs, cushions, pillows, furniture with loose or fitted covers, children's furniture, garden furniture which may be used indoors, etc. All such items are required to meet certain minimum fire safety standards and to display approved labels.

exemptions: furniture/furnishings manufactured or reupholstered before 1950 and after 1989. When you instruct us to market your property to let, you give us authority to remove, at your expense, any item that does not comply or does not have an approved fire label attached.

Gas Safety (Installation and Use) Regulations 1998

It is a criminal offence to let a property with gas appliances, installations and pipe-work that have not been checked by a properly qualified and registered engineer. You will need to provide us with a copy of a current Gas Safety Record before the tenancy commences or we can arrange this for you. The tenant must be given a copy of the report within 28 days of the inspection being carried out and in the case of a new tenancy the tenant must be given a copy of the report at the time they take occupation. If you are found guilty of non-compliance, you will have a criminal record and also face a fine or imprisonment, or both. It is important that you check the report when receiving it from the contractor to ensure that all gas appliances are listed on the report and that they have been passed as safe. Any recommended remedial works should be carried out before the start of the tenancy.

We cannot put a tenancy in place unless you have provided us with a current safety check or you have instructed us to arrange this on your behalf. If you do not provide us with a new check before the last one expires we will instruct a test on your behalf with one of our recommended contractors without further reference to you and make any necessary deduction from your account.

Landlords can obtain a Gas Safety Record up to two months before the current certificate expires and keep the same expiry date, so not losing the expired balance of the previous Gas Safety Record.

Electrical Equipment (Safety) Regulations 1994

Any person supplying electrical equipment with a rented property must ensure that it is safe, will not cause danger and satisfies the requirements of the regulations. All electrical equipment must be safe and constructed with good engineering practice. The landlord is responsible for providing an instruction booklet for each item of electrical equipment.

Portable Appliance Testing

All electrical appliances should be Portable Appliance Tested (PAT) before the commencement of a tenancy and regularly thereafter as directed by the electrical engineer.

Electrical Safety Testing

All let properties must have a fixed wiring test, and any remedial works undertaken.

No new tenancy can start without the test undertaken and remedial work completed.

The electrical safety check report must be provided to the tenant before the new tenancy starts, so needs to be put in hand well before the intended letting is to start. We advise commissioning an electrical check as soon as the decision is made to market the property.

The most common form of electrical test in use is the Electrical Installation Condition Report (EICR). These are only valid for 5 years. An Electrical Installation Certificate for the whole property is acceptable, but not if only for part of the property. Please note these Electrical Installation Certificates are now only valid under these Regulations for 5 years, even if the Certificate states a longer period.

For clarity urgent remedial works are classified under the Regulations as "urgent remedial action" means such action identified in a report under regulation 3(3) as "is immediately necessary in order to remove the danger present and risk of injury". We understand that anything on an EICR which is deemed either C1 "danger present" or C2 "potentially dangerous" must be rectified or if a FI "Further Investigation Required" item it must be investigated and if required rectified. With regard to C3 "Improvement recommended", these are recommendations only. No new tenancy can start with any outstanding C1, C2, or FI items on the EICR.

Please Note: The re-test date noted on an EICR takes precedence over that on an EIC. If the qualified person incorrectly records a short re-test date on an EICR when Category 1 or 2 hazards and FI notifications are recorded, they should be asked to correct this. An EICR with an expired re-test date risks challenges at court when possession is sought or in the event of an incident. Failure to comply could result in the Local Authority issuing a Civic Penalty notice against the landlord of up to £30,000.

We will ask you whether you will be arranging for Fixed Wiring and PAT tests yourself, or if you require us to arrange these on your behalf. The cost of any safety tests will be charged to you and we must be in cleared funds to carry these out.

Electrical Installation Condition Report for Houses In Multiple Occupation (HMO)

It is mandatory for any property designated as an HMO, whether or not it requires a licence, to have a current satisfactory Electrical Installation Condition Reports (EICR). A new satisfactory report must be obtained when the current one expires.

please note: If the property is in our opinion a HMO (whether or not it requires a licence), we will on your behalf instruct a qualified electrician to carry out a new EICR when necessary if you have not notified us that you are arranging this or you do not provide the new EICR in time.

Building Regulations Part P (Electrical Safety In Dwellings)

Works, repairs, maintenance, etc. on 'electrical installations' in certain areas of a property are known as 'notifiable works' and as such must only be completed by a 'competent person'. Failure to comply with these regulations is a criminal offence, which could result in a fine and/or imprisonment.

Smoke and carbon-monoxide alarms

Landlords must install at least one smoke detector on each floor of the property that is classified as living accommodation (including bedrooms and bathrooms). Smoke detectors must be mains operated and interlinked. A carbon monoxide alarm must be installed in any room which is used wholly or partly as living accommodation and which contains a fixed combustion appliance, including wood burning stoves, gas/oil boilers, fires, ovens and hobs.

Alarms must be tested and confirmed as working prior to commencement of the tenancy.

Legionnaires Disease

The Health and Safety Executive's have issued a new Code of Practice for assessing the risks of Legionella in residential property. We recommended that as a landlord you should carry out a risk assessment of your property prior to any letting especially if there are open water tanks, redundant pipes, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction.

By signing our '*Agreement for Letting Services*' you acknowledge that you are aware of your responsibility for the safety of the tenant at the property and confirm that you have considered all risks regarding Legionnaires Disease. Should you want us to arrange a Legionella Risk Assessment on your behalf please confirm this in writing, the cost of this is set out under '*Additional Charges*' in the '*Agreement for Letting Services*'.

Further information is available at
http://www.hse.gov.uk/legionnaires/symptoms.htm

General safety

It is your responsibility to ensure that the property you are offering for letting is safe and meets the requirements of the Housing Health and Safety Rating System (see page 14), and if you are not certain whether your property complies then you should seek independent professional advice from a Health and Safety expert.

other relevant law and regulation

Homes fit for human habitation

Landlords are under a regulatory obligation to ensure that a rented property is both in repair and fit for human habitation. Obligations extend to maintaining the structure of a property as well as essential services such as water, gas electricity, sanitation and heating. The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 set out specific requirements on landlords. This is a "health and safety risk assessment" method of inspecting and approving rental property.

Rent will not be payable for any period during which the property is not deemed fit for human habitation. Courts can also also refuse to grant possession where a landlord seeks possession in response to a request for repair (commonly referred to as retaliatory eviction).

Houses in multiple occupation (HMO)

Broadly an HMO will exist when one building (e.g. a house) or part of a building, (e.g. a flat), is lived in by two or more individuals who do not live together as a single household and who share one or more basic amenities. It can also apply in certain circumstances to a building, or part of a building, which consists of self contained flats but which was not converted to the standards set by the 1991 Building Regulations and still does not comply with those regulations. It is a statutory requirement that an EICR is obtained for such properties. This report must be renewed every five years and will involve the inspection of all existing electrical installations.

Mandatory licensing

Some HMOs are subject to mandatory licensing, and if your property is affected by this you must supply us with a copy of the licence to enable a tenancy to proceed. An HMO is subject to a mandatory licence if all of the following apply:

- the building or part of the building (see above) is classed as an HMO, and
- it is occupied by five or more people, who form two of more households, who are sharing one or more basic amenity
- where the property is three or more storeys (including basements, mezzanines and loft rooms).

Where you have let out your property to five or more people, who form two or more households, or propose such a letting you must have obtained a licence, or risk prosecution and a significant penalty.

Minimum Room Sizes

Councils are able to set minimum bedroom size standards and also introduce limits on how many people can live in each bedroom of a licensed multiple occupancy home. Councils will be able to use national minimum standards or apply even tougher requirements in order to address specific local needs.

The national minimum standards for bedrooms will be for 1 person 10 years old or above will have to be no smaller than 6.51 square meters, and those slept in by 2 people over 10 years old will have to be no smaller than 10.22 square meters. Rooms slept in by children of 10 years and younger will have to be no smaller than 4.64 square meters. You must ensure that any licensed property meets the national minimum standard or that imposed by your Local Council.

Additional licensing

Local authorities have the power to introduce additional licensing for HMO properties and are permitted to set different criteria to those for mandatory licensing. Typically these criteria will be more stringent and will differ from one local authority to another.

It is the owner/landlord's responsibility to apply for any required HMO licence and comply with the HMO legislation as detailed in the Housing Act 2004. This includes obtaining an EICR and the need to carry out a fire safety assessment of the property and keep a log of the findings.

Smoke alarms must be checked and maintained in full working order, all necessary fire safety equipment should be provided and means of escape clearly indicated and kept free of obstruction. It is a landlord's responsibility to ensure that any fire extinguisher provided to the property is serviced on an annual basis and a record kept of this. In order to be issued with an HMO licence both the landlord and any managing agent will have to meet the 'fit and proper person' requirements. As members of ARLA, we meet this requirement.

A licence may not be transferred to another person. The cost of an HMO licence is subject to local housing authority discretion.

Penalties for non-compliance with the HMO regulations

There are potentially significant penalties that can be imposed for either breaching (management or occupancy) conditions of the licence or for operating an HMO without a licence:

- financial penalties up to £20,000
- Civic Penalty Notice up to £30,000 per offense
- a notice of possession is invalid until a licence is obtained
- in extreme cases, a tribunal can additionally order that rent be repaid to tenants

Some local councils may require all HMOs to have planning consent for change of use from "family" use to "HMO" use. For further information and to clarify if your property requires a licence/planning consent please contact your local housing authority.

Selective licensing

In certain parts of the country local authorities now require every let residential property within a selected area to be licensed whether or not it is an HMO. Before introducing additional licensing, a local authority must demonstrate that there is a particular market need to justify such a scheme as part of its overall local housing strategy.

As with other licensing schemes local authorities can charge a fee for issuing a licence and failure to comply with the licence conditions can lead to a penalty being imposed on a landlord.

Landlord registration and licensing

It is a legal requirement for all landlords of properties in Wales to register and agents and self managing landlords to obtain a licence. This is administered by "Rent Smart Wales". We are a licensed agent so we can let and manage your property. More information is available from **www.rentsmart.gov.wales** or speak to our branch staff.

Minimum Energy Efficiency Standards (MEES)

It is unlawful for landlords to grant new tenancies, extend or renew a tenancy for a property that has an energy efficiency rating of F and G on it's EPC.

The landlord will need to make improvements to the energy efficiency of the property, in order to achieve this an assessment needs to be carried out to firstly ascertain what works have been carried out since the EPC was produced which would raise the rating and secondly, what improvements are required to raise the EPC band to a minimum level of E.

Failure to comply with these mandatory requirements comes with some fairly heavy fines for noncompliance, £2,000 if the breach is for less than 3 months rising to £4,000 if the breach has been going on for 3 months or more.

We would be happy to discuss and explain this with you in greater detail.

Land Registration Act 2002 Additional Addresses for Service

We recommend that you as a landlord should provide to the Land Registry with up to 3 addresses (not including the property to be let) so you can be informed if an application is received which may affect your legal right to the property. Further information can be obtained from the Land Registry 0300 006 0411 or from the website **www.gov.uk/protect-land-property-from-fraud**

Sale of property whilst tenanted

Should you sell the property whilst still tenanted, you need to instruct your solicitor to deal with all matters relating to the apportionment of the rent between you and the purchaser, bearing in mind the rent might have already been paid to you. Where we are managing or collecting the rent we will also require written confirmation from your solicitor on what date the purchaser is entitled to start to receive the rent. We will not become involved in any rent apportionment. The deposit will continue to remain protected within the Tenancy Deposit Protection Scheme that was set up at the tenancy commencement.

insurance protection

Our '*Agreement for Letting Services*' enables you to select Rent and Legal Protection cover and to ask for a quotation for landlords buildings and/or contents cover.

This protection is available subject to the conditions and information provided below and to the terms of the policies in each case.

About our insurance services

Please read the Insurance Product Information documents for Rent & Legal Protection and Buildings and Contents Insurance which are provided later in the guide. These documents provide key information about our insurance services and products. Use this information to decide if our insurance services and products are right for you.

Buildings and/or contents insurance information

It is important to ensure that your property and contents are properly protected. We may be able to arrange buildings and/or contents insurance for your rental property. The policy is designed to provide cover for many of the perils faced by landlords in respect of their property and contents. It is possible to have just contents insurance or just buildings insurance, depending on your requirements. Premiums are payable monthly by direct debit and are made direct to the insurance provider by the policyholder.

Please note that the property must not be left unoccupied for more than 60 days; and some property types may not be acceptable to the insurer. Full details of features and limitations are available in the Insurance Product Information documents.

The Homeguard Let policy is designed to meet the demands and needs of residential landlords, in respect of protection of their rental property and/or its contents, plus their liability to third parties.

When we produce a quote or arrange a policy, we will do so on the basis of information you provide. We will confirm these details to you via a Statement of Fact, which you must check. If any of the details are incorrect or missing you must notify the insurance provider as soon as possible, as failure to do so could affect your policy or even invalidate it.

Buildings and contents insurance - costs

We will be pleased to provide a quotation on request.

Cooling off period for buildings and contents insurance

Your policy is automatically subject to a 14 day cooling-off period from the day on which you receive your policy documentation or commencement date of your policy whichever is later, during which time you should thoroughly read all of your policy documentation and decide whether you wish to continue with the insurance. If you decide to cancel the policy within the cooling-off period, any premium you have paid will be refunded (unless you have made a claim). Once the cooling-off period has expired, you may still cancel the policy and you may be entitled to a partial refund of your monthly premium. Full details of any fees and charges are provided in the Insurance Product Information documents and your policy documentation.

Rent and Legal Protection Insurance

Where we are managing your property or providing a rent collection service, a monthly Rent & Legal Protection Insurance policy can be arranged, which is designed to meet the demands and needs of landlords. Rent and Legal Protection is available when your tenant(s) have been referenced by us in accordance with our criteria and when we have recommended them as suitable, provided the tenancy commences within 60 days of the references being completed and the monthly rent does not exceed £6,000.

We may still be able to arrange cover if your tenant(s) have been satisfactorily referenced elsewhere or for higher monthly rents. Please enquire with your local branch. For the avoidance of doubt our Rent and Legal Protection insurance is not available if you have selected the Tenant Introduction service, though there may be alternative policies available.

Rent and Legal Protection insurance will cover loss of rent should your tenant(s) fail to pay the rent when it is due (apart from the first month of non-payment, which is the policy excess). Cover is provided for loss of 100% of rent for up to 12 months, as long as cover was in place when the initial default occurred, until vacant possession of the property is obtained.

The policy will cover legal costs and expenses that might arise in the event of disputes with your tenant(s) if the terms of the tenancy are breached - e.g. to obtain vacant possession if your rent is not paid; or following damage to your property. Cover is also provided for legal costs and expenses to defend any legal action that might be taken by your tenant(s) alleging that you have failed to meet your obligations under the terms of the occupation contract.

If there is a valid claim under the policy and you have no other suitable accommodation the insurance will also assist with the cost of your alternative accommodation whilst legal action is underway to evict the tenant(s). This cover is limited to £50 per day and will be paid for up to 30 days and a maximum of £1,500 for any one claim.

The maximum that will be paid for all claims made under the policy during any 12 month period of insurance is £100,000.

As an added benefit you will have access to a 24 hour legal helpline service. This service provides advice on general legal matters of the law which applies in the UK. You can also get advice on UK Tax and health and safety matters.

There is a requirement for claims to be notified as soon as possible if you become aware of any cause, event or circumstance which could give rise to a claim (e.g. non-payment of rent or an event which results in a dispute). Claims must be notified during the period of insurance and for up to 30 days after the end of your period of insurance. If necessary and upon request we can submit a claim on your behalf.

Rent and Legal Protection insurance - costs

The price for the Rent and Legal Protection Insurance will be confirmed to you in the Agreement for Letting Services.

Arranging insurance

If you wish us to arrange Rent and Legal Protection cover on your behalf please indicate this by selecting YES or NO in the box under the heading Rent and Legal Protection insurance on the agreement for letting services 'You Choose' form. **You must ensure that you have read and understood the relevant declarations before asking us to arrange cover for you by ticking the appropriate box confirming this.**

In particular please note that no advice or recommendation will be given by us. The decision to purchase this insurance is entirely yours based on the information we have given you.

Cooling off period for Rent and Legal Protection insurance

You have 14 days from when you receive your policy documents or the commencement date of your policy, whichever is later, to let us know if you want to cancel your policy. This is known as a cooling-off period. As long as there has not been a claim, you may cancel your policy during this period of time and we will refund any premiums that have been collected. If there has been a claim then you will not be entitled to any refund of premiums. You may cancel your policy at any time after the cooling-off period by telephoning or writing to us. You may be entitled to a partial refund of your monthly premium. Full details are provided in the Insurance Product Information Documents and your policy documentation.

Rent and Legal Protection premium payment

Where we are managing your property or providing a rent collection service, the premium will be charged to you monthly throughout the term of the tenancy by deduction from rent collected.
Please note: If you instruct us to cancel your insurance cover partway through a month you will be entitled to a premium refund (as long as you have not made any insurance claims during the period of the tenancy). The refund will be calculated as a proportion of the monthly premium reflecting the time you have had cover.

Rent and Legal Protection insurance and Buildings and Contents Insurance are subject to terms and conditions. If you ask us to, we can email or post you a copy of the relevant Policy Wordings, which contain the full terms and conditions of the policies.

Rent & Legal Protection Insurance and Legal Expenses Insurance is provided and managed by Arc Legal Assistance Limited, a wholly owned subsidiary of AmTrust International Limited. Arc Legal is registered in England & Wales under 4672894. Registered office: The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE, authorised and regulated by the Financial Conduct Authority under Reference Number: 305958. The insurer is AmTrust Specialty Limited (ASL/AmTrust). AmTrust is registered in England and Wales under number 1229676. Registered office: Exchequer Court, 33 St. Mary Axe, London EC3A 8AA, authorised by the Prudential Regulation Authority and regulated the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. Claims are handled by Arc Legal.

Building and Contents insurance is underwritten by Ageas Insurance Limited Registered in England and Wales Company No 354568 Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

Insurance claims

Financial Conduct Authority (FCA) regulations normally prevent your letting agent from processing insurance claims under buildings and contents on your behalf. However, if you have selected the Full Management service and have also taken out our Rent and Legal Protection insurance, we can submit claims under this policy on your behalf should it become necessary.

information on our lettings protection services

information on our **protection services**

This document is designed to clearly detail our protection services on offer, as well as the relationship between the different brands and providers you may encounter along the way. Your Lettings Consultant will talk you through the key points of this document, but should you need further help or explanation at any point, please let us know and we will be more than happy to provide further assistance. You can also visit www.moneyhelper.org.uk which is a website by HM Government to provide independent financial information to the general public.

protection

Sequence is acting in a purely intermediary capacity. We are acting on your behalf in offering products from Ageas Insurance Limited for Buildings and Contents Insurance.

We are acting on your behalf in offering products from Arc Legal Assistance Limited for Landlord Legal and Rent Protection Insurance except when collecting, receiving and holding premiums and payments in relation to the settlement of claims, at which times we act for the insurer.

We may be able to introduce you to Zero Deposit™ to purchase a Zero Deposit Guarantee. Sequence acts as an agent of Equitable Rental Insurance Limited for the handling and payment of claims for these policies.

You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. Your decision to buy or not buy will not affect your application for any non-insurance services such as a mortgage application or house purchase.

The information provided by you must be complete and accurate. Providing inaccurate or incomplete information may lead to your application being declined, the insurance policy becoming void and/or it may impact your ability to make a successful claim.

When introducing or arranging an insurance policy for you, the insurance intermediary/insurer pays us commission that is a percentage of the total premium/policy fee, and for certain policy types we can also receive an additional payment based on profitability of the overall product (or scheme).

You will not be charged an additional fee for this service.

Buildings and Contents policies with Ageas Insurance Limited (Ageas)

As part of any application you may make for a buildings and contents policy with Ageas, they will collect and use your personal information. This will include information about you, your family and anyone else covered by the policy.

For details of how Ageas collect, use and store your personal information - please refer to www.ageas.co.uk/privacy-policy or contact Ageas' Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk.

By proceeding with an application for a policy with Ageas, you confirm that you accept that Ageas will use your personal information to decide whether they can offer you a policy and if so, on what terms. You also confirm that anyone else covered by the policy accepts that their personal information will also be used in the application for a policy.

Landlord Legal and Rent Protection insurance with Arc Legal Group (a trading style of Arc Legal Assistance Limited)

If you apply for Landlord Legal and Rent Protection insurance you are agreeing that we may pass your personal information to Arc Legal Group to provide and administer your insurance policy.

Arc Legal Group's Privacy Notice which can be found at www.arclegal.co.uk/privacy-policy, which explains how your personal data will be used by them.

To find out in more detail about how AmTrust (the insurer) uses personal information you can find their full privacy notice online at https://amtrustinternational.com/legal/privacy-cookies/

customer verification

We are committed to carrying out measures to help prevent financial crime and protect ourselves and our customers from fraudulent activity and identity theft. We therefore carry out an electronic ID verification check for all applicants. This is not a credit check and will not affect your credit score, although a note of the check will show on your credit file.

If you have any questions, please refer them to your Lettings Negotiator.

money laundering (amended) regulations 2022

In order to comply with Money Laundering (Amended) Regulations 2022, we will request personal data from you.

We will ask you for documents to confirm your identity and address and, in the case of a purchase, will request evidence of funding and the source of any funds being used. We will also use some of your personal data to carry out electronic identity verification.

The data collected will be processed for the purposes of preventing money laundering and terrorist financing and will not be used for any other purpose without your express permission. (For those customers using our mortgage services, the financial data that you provide may also be used for the purpose of establishing affordability).

If you are using the services provided by one of our business partners (e.g. mortgage lender, insurance provider, conveyancer) we may pass your details to them for the purposes of preventing money laundering and terrorist financing.

Under current Data Protection legislation 'relevant authorities' such as the police, government departments and local authorities with regulatory powers are able to request access to personal data without the consent of the data subject for the purposes of the prevention or detection of crime.

what to do if you have a complaint

If you wish to register a complaint, please contact us in writing, by telephone or email: Customer Relations, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1GN. T: 01525 244 504 E: customerrelations@sequencehome.co.uk

If you cannot settle your complaint with us regarding your mortgage and/or insurance you may be entitled to refer it to the Financial Ombudsman Service.

are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

INSURANCES Insurance advising and arranging is covered for either 90% or, in certain circumstances, 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

5402/0225 - CD/SEQ/87/10.24

Please read this and keep it safe. It shows how seriously we take our responsibilities when it comes to collecting and processing your data, how we use your data and your statutory rights in relation to your data.

HOW WE USE YOUR INFORMATION

We will use the information you give us in any of the following 4 ways:

1. **Performance of a contract** - this is where we need to collect and process your data so we can carry out something you have asked or contracted us to do, for example:
   - Registering you on our systems
   - Providing a full estate agency and lettings service to buyers, sellers, landlords and tenants
   - Providing conveyancing services
   - Providing mortgage services
   - Creating and managing your on line account
   - Processing payments for our services
   - Providing a full range of buying, selling, renting or letting services
2. **Legal obligation** – sometimes we need data from you to meet our legal responsibilities, for example:
   - Protecting against and preventing fraud, unauthorised transactions, tax evasion or claims
   - Meeting money laundering regulations
   - Confirming your identity
3. **Consent** – in this case, we will process your data because you have given us your clear and unambiguous consent to do so, for example:
   - Letting you know about other products, services, offers, programs and promotions available through Connells Group or their partners
4. **Legitimate interests** – some information is processed by the companies within Connells Group as part of its legitimate interests, which include (but is not limited to) network and information security, opting out of communications, direct marketing, web analytics, updating customer details, lettings, sales and other core services. This is required to:
   - Manage risk exposure and agent or franchise quality, integrity, compliance and security of business processes
   - Operate, monitor, evaluate and improve our products, services and websites.

THIRD PARTIES

Depending on which products and services you choose from us, you may become aware of certain third parties, which could include;

If you are **buying or selling;** contractors installing for sale boards, the buyer/seller of your property and their conveyancer, providers of EPCs, housebuilders/developers involved in your transaction, companies carrying out professional photography and floorplans, mortgage companies involved in the transaction, comparison services for utilities, phone or broadband, other estate agencies involved in your sale or purchase.

If you are a **landlord;** your tenant(s), contractors installing to let boards, managing agents for the building, maintenance contractors, deposit protection scheme providers, local council for payment/collection of council tax, utility companies for payment of utility bills, insurance providers in the case of a claim.

If you are a **tenant/guarantor;** the landlord, the managing agents for the building, maintenance contractors, contractors installing to let boards, companies providing referencing and tenant checking services, deposit protection scheme providers, local council for payment/collection of council tax, utility companies for payment of utility bills, insurance providers in the case of a claim.

If you are buying or **selling at auction;** the buyer/seller and their conveyancer, mortgage/finance companies involved in the transaction, the freeholder and managing agents (if it is a leasehold property).

We will specify the names of the individual third parties at the relevant time.

We will talk to you about other products and services we can provide when the time is right. We will also share your data with The Property Ombudsman Scheme, the Association of Residential Letting Agents and other consumer regulatory bodies as part of our regulatory duties.

HOW LONG DO WE KEEP YOUR INFORMATION?

We keep your data for as long as is reasonable for the purposes set out in our privacy notice, and to fulfil our legal and regulatory obligations. For further information on this, you can email our Group Data Protection Officer at DPO@connellsgroup.co.uk.

YOUR STATUTORY RIGHTS

You have a number of rights concerning the personal information we use. These include the right to:

- ask us for access to a copy of the personal information we hold about you
- ask us to correct your personal information
- ask us to delete your personal information

Further details are available at http://www.sequencehome.co.uk/privacy

For information concerning the collection, use and processing of personal information by any of our business partners or suppliers, please contact your main/nominated contact at our branch/office.

WHO IS THE DATA CONTROLLER?

Sequence (UK) Limited will act as a data controller in respect of the details you provide. Our full address is Sequence (UK) Limited, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN. ICO Registration Number Z8920800.

Buildings and Contents Insurance

Insurance Product Information Document
Company: Ageas Insurance Limited   Product: HomeGuard Let
Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register no 202039. Registered in the UK.

This Insurance Product Information Document provides a summary of the key information for this product. The full information is provided in the policy documentation.

What is this type of insurance?
This rolling monthly policy covers the structure of your home and contents against loss or damage from specific events (for example - fire, theft or escape of water).
Optional covers are available, these will be shown on your policy schedule if you choose to include them.

What Is Insured?
For a full list of what is and is not covered please refer to the policy booklet.

- ✓ **Buildings** - The maximum amount you can claim for is the sum insured shown on your schedule.
- ✓ Loss of Rent or Alternative Accommodation if the home is uninhabitable – Up to £200,000.
- ✓ Your Liability to the Public – Up to £2,000,000.
- ✓ Trace and Access – Reasonable costs in locating the source of any damage caused by the escape of water including the costs of subsequent repairs to walls, floors or ceilings.
- ✓ Garden Cover – Up to £5,000 for damage to hedges, lawns and plants.
- ✓ Glass or Sanitary Ware – Accidental breakage up to the buildings sum insured.
- ✓ Underground Pipes and Cables – Accidental damage up to the buildings sum insured.
- ✓ Blockage of Sewer Pipe – Up to £1,000.
- ✓ Loss of Metered Water – Up to £1,000.
- ✓ Door locks - Up to £1000 for external doors to the buildings if keys are lost or stolen.
- ✓ **Contents** - The maximum amount you can claim for is the sum insured shown on your schedule.
- ✓ Theft or attempted theft from outbuildings – Up to the contents sum insured.
- ✓ Temporary Removal of Contents – Up to the contents sum insured.
- ✓ Contents in the Garden – Up to £250.
- ✓ Garden Cover – Up to £5,000 for damage to hedges, lawns and plants.
- ✓ Door Locks – Up to £1000 for external doors to the buildings if keys are lost or stolen.
- ✓ Loss of Oil and Metered Water – Up to £1,000.
- ✓ Public Liability – Up to £2,000,000.
- ✓ Accidents to Domestic Employees – Up to £10,000,000.

Optional Cover (Where selected)

See your policy schedule for details of the cover you have selected

- Accidental damage cover to your buildings
- Accidental damage cover to your contents.

What Is Not Insured?
For a full list of what is and is not covered please refer to the policy booklet.

X We will not pay loss or damage caused by malicious acts, escape of water, theft or attempted theft, leakage of oil, accidental breakage of glass or sanitary ware or accidental damage if the home is unoccupied or unfurnished.
X We will not pay loss or damage caused by malicious acts by you or any person lawfully in your home other than the resident tenants.
X We will not pay loss or damage caused by theft or attempted theft by any person lawfully in your home other than the resident tenants.
X We will not pay loss or damage caused by storm or flood to fences and gates.
X We will not pay claims for damage caused by subsidence, heave or landslip as a result of defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.
X We will not pay loss or damage caused by falling trees or branches as a result of felling, lopping or topping of trees.
X We will not pay liability arising directly or indirectly from any profession, business or employment other than the letting of the home.
X We will not pay for accidental damage claims caused by wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or any gradually operating cause, rot, rust, fungus, insects or vermin.
X Valuables, money, credit cards or personal effects.

Are there any restrictions on cover?

! If the buildings have not been maintained in a good state of repair, a deduction will be made for wear and tear.

! Any loss suffered by you due to any person obtaining property by deception.

! Any loss or damage to the property resulting from theft, attempted theft or malicious acts by you.

! We will not pay for any claim that is in any way fraudulent or exaggerated.

! It at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability we will pay only our rateable proportion.

! It is a condition of this policy that the home is let on an assured shorthold tenancy agreement, occupation contract or private residential tenancy agreement.

Where am I covered?

✓ UK, Channel Islands and the Isle of Man.

What are my obligations?

- You must provide us with honest, accurate and complete information, and inform us without delay of any changes in your situation. In the event of a claim, you must notify us as soon as possible.
- You will need to let us negotiate, defend or settle any disputes or claims on your behalf. You will also need to let us take legal action in your name to get back any payment we have made under this policy.
- It is really important that you are honest with us when you are buying a policy or making a claim. Providing wrong or misleading information that you know could either help you gain financially, or us suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

When and how do I pay?

Payments will be collected on a monthly basis from the bank account you have provided.

When does the cover start and end?

This policy will start when we are notified of the commencement, exchange or completion date. Subject to payment of premiums by Direct Debit, the policy will continue on a monthly basis until we are instructed to cancel. We will send you an annual anniversary letter providing you with details of your cover.

How do I cancel the contract?
Please write to your insurance agent at Connells Group Insurance Services, 6 Caldecotte Lake Business Park, Caldecotte, Milton Keynes, MK7 8JT, or by telephone on 01908 961399
Cancellation within 14 days
You have 14 days from when you receive your policy documents or the commencement date of your policy (whichever is later). Providing a claim has not been made, a full refund of premium will be provided.
Cancellation after 14 days
You can cancel the policy any time after the 14 days, providing no claim has been made we will refund a percentage of the premium paid in proportion to the period of insurance left unused.

Insurance underwritten by **Ageas Insurance Limited**
Registered address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA
www.ageas.co.uk
Registered in England and Wales No 354568
Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

HomeGuard Let Buildings and Contents – Additional Product Information

How do I report a claim?
Report online 24/7 at ageas.co.uk/claims or if an Emergency call us 24/7 on 0345 120 8410
Alternatively call us 8am – 8pm Monday to Friday and Saturday 9am – 5pm excluding public holidays to report a claim if you are unable to report online.
For updates on your ongoing claim log into the Claims hub at ageas.co.uk/claims/home-insurance
Tell the police as soon as reasonably possible if you suspect theft or malicious damage.
Please do not throw away or destroy any items that are damaged.
Finally, do not negotiate or settle any claims made against you by anyone else, unless we agree in writing that you can.

Excesses that apply

Buildings Cover

Standard cover	£0
Escape of Water	£0
Subsidence	£0

Optional Buildings Cover

Accidental Damage	£0

Contents Cover

Standard cover	£0
Escape of Water	£0

Optional Contents Cover

Accidental Damage	£0

How do I make a complaint?
If your complaint is about the way your policy was sold to you, please contact your insurance agent at Connells Group Insurance Services, 6 Caldecotte Lake Business Park, Caldecotte, Milton Keynes, MK7 8JT, or by telephone on 01908 961399
If you have a complaint regarding your claim, please telephone us on the number shown in your claim documents. Alternatively you can write to us at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or email us through our website at www.ageas.co.uk/complaints.

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme (FSCS).
If we cannot meet our obligations you may be entitled to compensation under the scheme. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or telephone **0800 678 1100** or **020 7741 4100**.

Insurance underwritten by **Ageas Insurance Limited**
Registered address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA
www.ageas.co.uk
Registered in England and Wales No 354568
Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

Landlord Legal and Rent Protection

Insurance Product Information Document

Company: **Arc Legal Assistance Limited is registered in England & Wales and is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.**

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

Landlord Legal and Rent Protection provides insurance to cover Advisers' Costs; Rent; Employee Attendance Expenses and Alternative Accommodation costs, as detailed in this document, your policy wording and your insurance schedule, up to:

- £50,000 of Advisers' Costs (£2500 for Interviews under Caution)
- The monthly Rent (or equivalent) shown in your tenancy agreement (or as amended), after deduction of the one month policy excess, until you gain vacant possession of your property and for up to two months thereafter at 75%, for up to an equivalent of 12 months, and up to a maximum of £6000 per month;
- £100 per day, up to a maximum of £1000 of Employee Attendance Expenses;
- £50 per day, up to a maximum of £1500 for Alternative Accommodation.

What is insured?

Rent Protection

We'll cover you for rent owed by a tenant or a guarantor as set out under a tenancy agreement (or as amended) in relation to the insured property until you gain vacant possession of the insured property.

After you have gained vacant possession of the insured property, and the insured property is in a position to be re-let, we'll cover you for 75% of the rent for up to two months until the property is let.

The insured event must occur during the period of insurance, and you, where appropriate, must pursue a claim against the tenant to evict them from the insured property.

The maximum we will pay is £6000 per month and we will only pay up to the equivalent of 12 months rent, after deduction of the one month policy excess.

Advisers' Cost

We'll cover a legal or tax advisers' costs to help you pursue or defend (as set out below) a claim in the following situations:

✓ **Tenant Eviction:** To pursue Eviction proceedings against a tenant or guarantor to recover possession of the insured property where the tenant (or guarantor) fails to perform their obligations set out in the tenancy agreement relating to the rightful occupation of the insured property.

✓ **Tenant Dilapidations and Tenancy Disputes:** To pursue your tenant for costs incurred in rectifying damage caused by the tenant to the insured property.

✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to the insured property.

✓ **Property Damage:** To pursue your legal rights for financial compensation for damages against a person or organisation other than your tenant that causes physical damage to the insured property.

What is not insured?

The policy does not provide cover for:

✗ The first months rent

✗ Events that started before the policy began or where you were aware of a potential event that was likely to arise prior to this policy starting

✗ Where you are in breach of the terms of the tenancy agreement or any legislation relating to letting the insured property to the tenant

✗ Any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.

✗ Claims where the amount in dispute is lower than the estimated advisers' costs to act for you.

✗ Claims where you fail to provide evidence that you successful completed a tenant reference on the tenant (and guarantor if required) prior to the start of the tenancy agreement or where the tenancy agreement started more than 60 days after the tenant reference.

✗ Claims relating to disputes between persons insured under this policy; nor any costs covered by another insurance policy.

✗ Advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.

Are there any restrictions on cover?

! **Excess:** You are not covered for an amount equal to one months' rent under the Rent Protection section of cover i.e. the first months arrears. You are also not covered for the first £1000 of advisers' costs in a claim under Tax Protection arising from an Aspect Enquiry

! **Rent Protection:** Rent must be over 31 days in arrears before any claim payments are made.

! **Qualifying Period:** There is a 90 day qualifying period for claims for Tenant Eviction and Rent Protection unless the policy began before, or within 14 days of the start of the tenancy agreement; or you had continuous comparable cover immediately prior to the initial start of your policy; or the tenant continuously resided in the insured property for

✓ **Health & Safety Defence and Regulatory Compliance:**
- To provide representation at an interview under caution by a prosecuting authority arranged by appointment and to defend prosecutions brought against you once you receive a summons for health and safety violations in relation to the insured property.
- To appeal against Enforcement Notices issued by the Health & Safety Executive in relation to the insured property
- To defend criminal prosecutions arising from abandonment notices

✓ **Tax Protection:** Advisers' costs incurred by you arising directly from Full or Aspect Enquiries into your income or corporation tax relating to the insured property.

✓ **Identity Fraud:** In respect of insured events arising from identity fraud, you are covered for advisers' costs to defend your legal rights and/or take reasonable steps to remove County Court Judgments against you that have been obtained by an organisation that you are alleged to have purchased, hired or leased goods or services from. You are also covered for incidental expenses such as telephone and postage charges to deal with the identity fraud and loan fees.

Alternative Accommodation

We'll cover hotel expenses incurred by you if the tenant fails to vacate the insured property that you intend to live in, at expiry of a valid Notice to Quit, and you have no other suitable accommodation available.

Employee Attendance Expenses

We'll cover attendance expenses if your employee has to attend court as a witness or defendant on your behalf relating to a claim under this insurance

the previous 12 months or more and had not defaulted on the rent in that time.

! **Tenants with Joint and Several Liability:** Multiple tenants occupying the insured property under a single tenancy agreement must be joint and severally liable for adhering to the terms of the tenancy agreement

! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you can choose to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.

! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

Where am I covered?

✓ Claims which arise, or where proceedings are brought, in Great Britain, the Isle of Man and the Channel Islands.

What are my obligations?

- To pay the cost of the insurance and observe and comply with the conditions of the policy
- To obtain references for the tenant (and their guarantors, if applicable) no more than 60 days before the start of the tenancy agreement
- To collect before the start of the tenancy a deposit of at least one month's rent which must be held in accordance with the statutory requirements, unless the tenant(s) have purchased a deposit replacement guarantee policy which we have approved
- To ensure that a written tenancy agreement is in place before the tenancy commences which is an Assured Shorthold tenancy agreement as defined within the Housing Act 1988 (as amended)
- Not to allow the tenancy agreement to be transferred to any other individual or organisation
- You must notify claims as soon as possible once you become aware of the insured event and within the period of insurance. Tenant Eviction and Rent Protection claims must be notified within 45 days after the end of the period of insurance, and in any event, within 45 days of the first arrears.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.

When and how do I pay?

- The premium will be charged to you each month by your letting agent throughout the period of the tenancy by deduction from the rent collected.

- If you make a claim under your policy you will be required to continue to pay the monthly premium until you have obtained vacant possession of the property, and during the two qualifying months afterwards if you continue to claim rent under the policy.

When does the cover start and end?

You are covered from the effective date shown on your policy schedule. Your policy is automatically renewed on a monthly basis and will continue for the period of the tenancy, as long as the monthly premium has been paid.

How do I cancel the policy?

- You can cancel this policy at any time by contacting your letting agent.
- If you cancel your policy within 14 days of purchase you will receive a full premium refund as long as you have not made a claim.
- If you cancel your policy after the first 14 days you will only receive a proportionate premium refund if you pay your premium annually, and as long as you have not made a claim under this insurance.

Deposit replacement insurance

EQUITABLE

Insurance Product Information Document

Company Equitable Rental Insurance Limited is an insurer incorporated in Guernsey Heritage Hall, PO Box 144, Le Marchant Street, St Peter Port, Guernsey, GY1 3HY (Registry Number: 69802) and licensed by the Guernsey Financial Services Commission. Equitable Rental Insurance Limited has close links with Zero Deposit. You can find details of Equitable Rental Insurance Limited's licence on the GFSC register and equitable-insurance.com.

Product Zero Deposit Guarantee

What is this type of insurance

This guarantee replaces the traditional security deposit, allowing tenants to reduce the upfront costs of moving.

Pre contractual product information can be found within the Zero Deposit Guarantee Pack.

What Is Insured?

- ✓ The Zero Deposit Guarantee is bought by tenants for their landlord ("the beneficiary").
- ✓ The beneficiary is covered for Financial loss/Damage caused by the tenant, if it is covered under the Assured Shorthold Tenancy Agreement, Private Residential Tenancy Agreement or tenancy covered by the Private Tenancy (Northern Ireland) Order 2006 ("Tenancy"), and the tenant does not pay.
- ✓ The Guarantee Amount is up to the equivalent to six weeks' rent.

Are there any restrictions on cover?

- ! Evidence must be provided by the beneficiary to support their claim, otherwise claims may be reduced or declined.
- ! The period of guarantee automatically renews annually until the end of the tenancy or seven years from the guarantee beginning, whichever is first.

What are my obligations?

- Landlords or their agents must attempt to notify tenants of any claim before claiming to us.
- Tenants are liable to repay the cost of any financial loss or damage that they're found liable by TDS.
- You must take reasonable care of your property, in line with your tenancy agreement.
- You must tell us if any of the details of your tenancy change.
- Tenants are not able to claim under this guarantee, only landlords can claim.

What Is Not Insured?

- ✗ Tenants are not insured. Tenants buy this guarantee for the beneficiary.
- ✗ Any counter claim made by a tenant against the landlord.
- ✗ The beneficiary is not covered for the cost of financial loss or damage if it is not covered by the tenancy agreement.
- ✗ Tenants (or any guarantors) who have not passed referencing with an approved reference provider.
- ✗ Claims notified us more than 28 days after the end of the tenancy.
- ✗ Claims where the beneficiary has not provided suitable evidence to prove their claim within 21 days of the claim being notified to us.
- ✗ Anything as detailed in the general exclusions section of the guarantee.

Where am I covered?

- ✓ The guarantee is only available for Tenancies in England, Wales, Scotland and Northern Ireland.

When and how do I pay?

- Tenants must pay the equivalent of one week's rent before moving into the rental property. This is made through our online portal.
- Tenants must pay a set-up fee of £59.99 and an annual administration fee of £17.50 each year the guarantee period renews.
- If you chose the Zero Deposit Flex Option*, you must pay the guarantee fee monthly on the date of the month you moved in.

*only available in participating letting agents

When does the cover start and end?

- The cover starts at the beginning of the Period of Guarantee, which will usually be when tenants move into the property.
- The Period of Guarantee ends after one year, but can be automatically renewed and will continue to renew until 7 years after the original start or when the Tenancy ends, whichever is sooner.

GPV/ZD/IPID/06-04-2021/7

allen & harris

bagshaws residential

barnard marcus

barnfields

brown & merry

fox & sons

holroyds

jones & chapman

knight partnership

manners & harrison

roger platt

shipways

swetenhams

william h brown

sequence

a national network of residential letting and estate agents
trading under 14 well-known local names

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