

Property Bureau
Letting & Estate Agents

LETTING AND PROPERTY MANAGEMENT SERVICE AGREEMENT

This agreement forms a contract between

The Owner/s

(hereinafter referred to as "Owner")

Residing at

email address :

and

Property Bureau
(The Business and Property Bureau Ltd) Melville House, 70 Drymen Road, Bearsden, Glasgow G61 2RH 0141 943 1110
enquiries@propertybureau.co.uk (or any other valid e mail address from this domain).

(hereinafter referred to as "Agent")

in respect of rental property at /in respect of rental properties listed in Appendix C

1 Definitions

The following terms will have the following meanings:

1.1 "Property" means **()**
1.2 "Landlord Registration Number" means ()
1.3 "Deposit Holder" means **(Safe Deposit Scotland)** or another organisation, registered to provide a tenancy deposit scheme, as the Agent may in their sole discretion select.

2 Communication

The landlord and agent agree that all communication in relation to this agreement, including notices to be served by one party on the other will be made in writing using:

- Hard copy by personal delivery or recorded delivery; or
- the email addresses set out in this agreement

3 Owners responsibilities

The owner confirms to the Agent that :

a) The Owner is the heritable proprietor of the Property as of the date of this Agreement and will provide the Agent with evidence of this on request. The Owner will immediately inform the Agent if they transfer Ownership of the Property to another person or entity. The Owner confirms that he has the consent of any other joint owners of the Property to let the Property;
b) All heritable creditors with securities over the Property have been advised in writing that the Property is to be let and written consent has been obtained which will be provided to the Agent on request;
c) The Owner:
    i) has buildings insurance in place over the Property for the full re-instatement value and which allows for the Property being let and has contents insurance for landlord's contents and will provide evidence to the Agent on request;
    ii) and will maintain said insurance in force throughout the period of this Agreement
d) All furniture and furnishings in the Property comply with all relevant regulations, including but not restricted to the Furniture and Furnishings (Fire) (Safety) Regulations 1988;
e) The Owner has been provided with a copy of the Agent's standard tenancy agreement and:
i) approves the terms thereof and authorises the Agent to enter into and sign lease agreements on the terms thereof as Agent for the Owner;
ii) authorises the Agent to make such amendments to their standard tenancy agreement as the Agent in their sole discretion considers necessary to comply with any relevant regulations or desirable to protect the interest of the Owner;
f) The Owner authorises the Agent to act on behalf of the Owner in the letting and management of the Property during the period of this Agreement. During the period of this Agreement the Agent will be the sole Agent for the Property and the Owner will not use any other Agent for the advertising, letting or management of the Property.
g) The Owner has taken all professional advice he deems necessary in relation to:
i) the legal obligations of a landlord of private rented accommodation; and
ii) the taxation and other financial implications of letting the Property;
h) The Owner has advised the Agent of the Owner's residency and where the Owner will be resident outside the United Kingdom for more than six months per year, the Owner will either provide a Non-Resident Landlord approval number from Her Majesty's Revenue & Customs (HMRC) (for each joint owner) in order for the Agent to pay their rent gross, or the Agent will deduct tax at the basic rate on all rental income and pay this directly to HMRC on a quarterly basis;
i) Where required, the Owner has obtained or will obtain a House in Multiple Occupation (HMO) licence and will carry out all necessary works requested by the relevant licensing authority to enable the licence to be granted, maintained and renewed during the period of this Agreement. The Owner will provide the Agent with a copy of the HMO licence and conditions. Where the Agent has agreed in writing to apply for an HMO licence or renew an existing HMO licence on behalf of the Owner the Owner agrees to pay the Agent such outlays and administration charges as the Agent may reasonably impose for doing so;
j) The Owner will at all times provide the Agent with the Owner's current postal address, e-mail address and at least two contact telephone numbers;
k) The Owner will provide three sets of keys, or more as may reasonably be requested, and authorises the Agent to have further sets cut when necessary;
l) The Owner has registered as a private landlord with the relevant local authority and prior to the commencement of this Agreement will provide the Agent with their private landlord Registration Number. The Owner will renew such registration as and when required by the local authority to ensure that he remains duly registered throughout the duration of this Agreement and will advise the Agent and the local authority of any changes in his details;
m) The Agent will act for the Owner in relation to the Deposit Holder's scheme including fulfilling the Owner's obligations under the Tenancy Deposit Schemes (Scotland) Regulations 2011 to lodge the deposit with the Deposit Holder and issue the statutory deposit notice to tenants within 30 working days of the start of the tenancy;
n) The Owner will implement his obligations to ensure that the Property meets the Repairing Standard as set out in the Housing (Scotland) Act 2006 at the commencement of any lease of the Property and at all times during any such lease. The Owner authorises the Agent to instruct repairs to the Property without the Owner's prior consent where such repairs, in the sole opinion of the Agent, are of an emergency nature;
o) The Owner will furnish the Agent with all relevant warranties or service agreements in respect of fixtures, fittings and appliances;
p) The Owner will timeously carry out all work required to remedy any defects identified by gas and electrical safety checks and legionnaires risk assessments/reviews;
q) The Owner is aware that if a tenant refuses access to the Property neither the Agent, the Owner nor any third party has the right to enter the Property using retained keys without a warrant.
r) To ensure that the property is cleaned, including windows and carpets, prior to the commencement of each let.

4 Agent's services

4.1 Letting services.

The Owner agrees to the Agent carrying out the following pre-tenancy letting services on the Owner's behalf before the first tenancy and thereafter when instructed by the Owner to remarket the Property.

a) Erection of a To Let board (where required)
b) Accompanied viewings to show the Property to prospective tenants (where required)
c) Carrying out tenant vetting in line with the Agent's written referencing procedure, a copy of which is available on request;
d) Carrying out reasonable identification checks on all adults intending to occupy the Property and retaining copies of relevant documentation for at least 12 months after the end of the tenancy;
e) Providing, when requested, the Owner with a copy of all application and referencing paperwork and seeking the Owner's approval to proceed with the tenancy;
f) Preparation and signature of tenancy documentation;
g) Preparation of a written inventory incorporating a schedule of condition;
h) Notification of change of occupation to the council tax authority and utility providers
i) Collection of deposit and first month's rent;
j) Lodging of deposit with the Deposit Holder and issuing statutory deposit notice to tenants

4.2 Management Services.

The Owner agrees to the Agent carrying out the following management services on the Owner's behalf:

a) Collection of rent, remittance to the Owner's Bank Account or postal address after deduction of all costs and fees due by the Owner and provision of a monthly/annual statement of account in accordance with the Agent's written rent collection and handling procedure, a copy of which is available on request;
b) Pursuing the tenant for rent arrears in accordance with the Agent's written debt recovery procedure, a copy of which is available on request;
c) Increasing the rent sought for the Property where possible under the terms of the tenancy agreement and statute when either:
    i) The Agent in their sole discretion considers it to be appropriate; or
    ii) The Owner requests an increase, in writing
d) Routine inspection of the Property
e) Carrying out repairs to the Property in accordance with the Agent's written repairs procedure, a copy of which is available on request;
f) Arranging gas and electrical safety checks, energy performance certificates and legionnaires risk assessments/reviews where these are required to fulfil the Owner's legal duties as a private landlord, unless otherwise instructed by the landlord.
g) Dealing with all enquiries, questions, complaints or other communications from the tenants or third parties relating to the tenancy and the Property;
h) Issuing appropriate documentation to end the tenancy where requested to do so by the Owner in writing and overseeing the end of the tenancy as outlined in the Agent's written end of tenancy procedure, a copy of which is available on request;
i) Carrying out a final inspection and inventory check and expressing an opinion on liability for any dilapidations;
j) Where the tenant has breached the terms of the tenancy in respect of damages or cleanliness, arranging remedial works and requesting any payment from the tenant as they may be liable for.

5 Costs payable by the Owner

5.1 The owner agrees to pay the following costs to the Agent :

a) A set up charge of 60% (inclusive of VAT) of first months rent will apply for the first and all subsequent tenancies (50% to Property Bureau, 10% to HMRC) subject to minimum charge of £360 (inclusive of VAT) (£300 to Property Bureau and £60 to HMRC) to cover the services listed in clause 4.1 of this contract;
b) A monthly management charge of ~~15%~~ 12% (inclusive of VAT) of each months rent will apply (12.5% to Property Bureau and 2.5% to HMRC) subject to a minimum charge of £80 (inclusive of VAT, £66 to Property Bureau and £14 to HMRC) to cover the services listed in clause 4.2 of this contract;
c) An advertising charge of £360 (inclusive of VAT, £300 to Property Bureau and £60 to HMRC) will apply for each let for a package of comprehensive internet advertising on our own website, rightmove.co.uk, Lettingweb.com, 24 hour colour window display, property list advertising, direct advertising to relocation agents etc. This also covers accompanied viewings for your property and full professional referencing of your tenant prior to entry.
d) A charge of £96 (inclusive of VAT, £80 to Property Bureau and £16 to HMRC) will apply for all lease renewals and amendments during an existing tenancy.
e) In the event that the property is sold to the tenant in occupation a fee of 1.2% (including vat) of the purchase

(12% INC VAT 10% PLUS VAT)

price will become payable.

f) We will erect a To Let poster or board for £24 (inclusive of VAT, £20 to Property Bureau and £4 to HMRC).
g) An administration charge of £24 (inclusive of VAT,£20 to Property Bureau and £4 to HMRC) will apply for the arrangement of the necessary annual gas safety certificates;
h) Where the Agent has agreed in writing to handle the HMO licence renewal process the Owner will pay to the Agent an HMO renewal fee of £120 (inclusive of VAT, £100 to Property Bureau and £20 to HMRC) ;
i) Where the Agent has agreed to provide the Owner with a house-sitting service for deliveries, contractor or utility company visits the Owner will pay to the Agent a house sitting fee of £30 per hour (including VAT, £25 to Property Bureau and £5 to HMRC;
j) A monthly charge of £4.80 is made for Payprop, the payment processing platform we use (inclusive of VAT £4 to Property Bureau £0.80 to HMRC).This allows 24 hour access to your landlord statements via our app.
k) On first taking over the management of the property there will be a one off tittle check charge of £30 (inclusive of VAT £25 to Property Bureau £5 to HMRC)
l) Such other costs as the Owner may be liable to pay or reimburse the Agent for in terms of this Agreement;
m) Such other costs as may be agreed between the Owner and the Agent in writing;

5.2 The Owner agrees that all costs that the Owner may be liable to pay or reimburse the Agent for in terms of this Agreement can be deducted by the Agent from any funds held or received on behalf of the Owner and the Owner will timeously provide funds to cover costs when requested to do so by the Agent;

5.3 Unless otherwise stated in this Agreement, all fees and charges are subject to VAT at the applicable rate;

5.4 The Agent reserves the right to review the fees from time to time.

6 Disclaimers

The Agent

a) Does not guarantee that tenants will pay the rent or pay the rent timeously;
b) Accepts any payments of Housing Benefit, Local Housing Allowance or Universal Credit entirely in good faith and the Agent shall have no liability whatsoever where the Local Authority or Department for Work and Pensions subsequently reclaims any such payments back from the Owner on account of fraud, error or ineligibility of the tenant;
c) Does not guarantee that the Property will be let for the full available period;
d) Does not take legal action against tenants;
e) Does not provide the Owner with legal advice;
f) Will not represent the Owner in court or at a tribunal hearing, unless agreed beforehand;
g) Does not guarantee tenants will leave the Property in a satisfactory state on termination of the tenancy;
h) Does not guarantee that tenants will leave the Property at the end of the tenancy;
i) Does not guarantee that tenants will provide access for routine inspections where requested to do so;
j) Does not guarantee that deductions requested from the tenant's deposit will be approved by the Deposit Holder;
k) Does not guarantee that the deposit will cover all of the Owner's losses incurred during the course of a tenancy;
l) Will not arbitrate on behalf of the Owner in relation to any portion of the tenant's deposit not returned to the Owner by the Deposit Holder's scheme, unless otherwise agreed in writing;
m) Does not employ professionally qualified surveyors to carry out inspections or check for maintenance work required;
n) Will not act on behalf of the Owner if the Owner is not meeting their legal obligations as a landlord and is refusing or unreasonably delaying complying with the law. In these circumstances, the Agent will terminate this contract with immediate effect and is required to inform the appropriate authorities, such as the local authority, that the Owner is failing to meet their obligations;
o) May be required by HMRC to release information on payments and deductions related to the Property under schedule 23 of the Finance Act 2011. The Owner agrees to ensure that they have made the appropriate disclosures and have registered with HMRC.

7 Communication, service standards and complaints

7.1 The Agent will communicate with the Owner and tenants by telephone, email and/or letter and will deal promptly in response to reasonable requests and communications from them. The Agent will aim to acknowledge communications within 5 working days, respond in full to urgent communications within 7 working days and respond in full to all other communications within 10 working days. If the Agent is unable to respond in full within these time frames the Agent will keep the other party informed of when they can expect a response. However, there may occasionally be circumstances outwith the control of the Agent which prevent the Agent from adhering to these time frames.

7.2 The Agent will not communicate with landlords or tenants in any way that is abusive, intimidating or

threatening.

7.3 The Agent is registered with the Scottish Letting Agent Register and the Agent's Registration Number is LARN1906010. The Agent must adhere to the Letting Agent Code of Practice (Scotland) Regulations 2016, a copy of which is available on request.

7.4 Should the Owner or any tenant have any reason to complain about the services provided by the Agent under this Agreement, they should write to the Agent with details of the complaint. The Agent will then invoke their written complaints procedure, which is attached at appendix A.

7.5 An Owner or tenant may apply to the First-tier Tribunal for Scotland (Housing & Property Chamber) if the Agent has breached the Scottish Letting Agent Code of Practice or they remain dissatisfied once the complaints procedure has been exhausted, or if the Agent does not process a complaint within a reasonable timescale. The Housing & Property Chamber can be contacted at:

Housing and Property Chamber
First Tier Tribunal For Scotland
Glasgow tribunal Centre
20 York Street
Glasgow
G2 8GT

0141 3025900 https://www.housingandpropertychamber.scot

8 Conflict of interest

The Agent will openly declare to the Owner in writing should any conflict or potential conflict of interest be encountered.

9 Commissions

Where applicable, a statement setting out details of any financial interest the Agent has in providing third-party services is available from the Agent on request.

10 Professional Indemnity Insurance

The Agent holds professional indemnity insurance and further details are available on request.

11 Handling Client Money

The Agent handles client money in accordance with the Agent's written client money handling procedure, a copy of which is available on request. The Agent holds client money protection insurance and further details are available on request.

12 Changing or terminating this Agreement

12.1 The Owner will be informed by the Agent in writing of any changes to this Agreement, with the Agent giving the Owner not less than one months' notice of the changes. The Agent will endeavour to obtain the Owner's written consent to any changes but where this is not provided the Agent will assume the Owner has agreed to any changes unless the Owner notifies the Agent in writing to the contrary during the notice period

12.2 This Agreement will commence as soon as it has been signed by the Owner and the Agent and it will continue until terminated by either party in writing to the other by giving not less than three months' notice or any other period agreed by mutual consent.

12.3 The Agent hereby reserves the right to terminate this Agreement with immediate effect in the event of any act or omission by the Owner which frustrates the continued performance of the Agent's service under the terms of this Agreement or for any act or omission by the Owner which is in breach of the Owner's obligations under the terms of this Agreement. Termination is without prejudice to the Agent's rights to recover from the Owner all sums due to the Agent in terms of this Agreement at the date of termination.

12.4 The Agent reserves the right at its own discretion to assign this contract to another agent or similar business. In the event that assignation takes place, the Owner will be notified in writing by email or letter of the date of assignation and the identity and contact details of the assignee. The existing terms and conditions herein will continue to operate unless you and the assignee agree differently after the date of assignation.

13 Information about the exercise of the right to cancel

13.1 Right to cancel

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 the Owner has the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire at the end of 14 days after the day on which the contract is entered into. To exercise the right to cancel, the Owner must inform the Agent (Property Bureau, Melville House, 70 Drymen Road, Bearsden G61 2RH. 0141 943 1110 enquiries@propertybureau.co.uk or any other valid e mail address from this domain) of the Owner's decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). The Owner may use the model cancellation form attached at appendix B, but it is not obligatory. To meet the cancellation deadline, it is sufficient for the Owner to send their communication concerning their exercise of the right to cancel before the cancellation period has expired. This right to cancel will not apply where this Agreement has been signed at the Agent's premises by the Owner. Unless otherwise agreed, the Agent cannot therefore commence marketing of the Property until the 14 day cancellation period has passed.

13.2 Effects of cancellation

If the Owner cancels this contract in accordance with clause 13.1, the Agent will reimburse to the Owner all payments received from them. The Agent will make the reimbursement without undue delay, and not later than 14 days after the day on which the Agent is informed about the Owner's decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as the Owner used for the initial transaction, unless the Owner has expressly agreed otherwise; in any event, the Owner will not incur any fees as a result of the reimbursement. If the Owner asked the Agent to begin the performance of services during the cancellation period, they shall pay the Agent an amount which is in proportion to what was performed until the Owner communicated to the Agent the Owner's cancellation of this contract, in comparison with the full coverage of the contract.

13.3 Immediate marketing

If the Owner wishes the Agent to commence immediate marketing of the Property, then the Owner must sign below. In those circumstances, all or a proportion of the relevant fees for work done on the Owner's behalf during the 14 day cancellation period will be payable by the Owner, as well as any outlays incurred on their behalf to the point cancellation is intimated to the Agent.

By signature hereof, the Owner hereby authorises the Agent to commence immediate marketing of the Property notwithstanding the provisions of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: -

Owner 1
Owners signature

Owners Full Name (Block Capitals)

Owners Address

Date

Owner 2
Owners signature

Owners Full Name (Block Capitals)

Owners Address

Date

14 Data Protection

The Owner agrees that personal information the Owner has provided to the Agent will be held on the Agent's internal databases in both electronic and paper format. The Owner consents to the Agent using information provided by the Owner for the purposes of performing the letting and management services detailed in this Agreement, including where necessary disclosing the information to third parties the Agent uses to perform certain functions on their behalf such as solicitors, accountants, contractors, insurance providers, utility companies and property management software providers. The Agent may have a legal obligation to disclose the Owner's personal data to tenants and enforcement agencies including the police, HMRC and the local authority and in such circumstances these legal obligations will be observed. The Agent will take all reasonable steps to ensure the security of personal data and will observe the requirements of the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679)

15 Miscellaneous

15.1 In this Agreement the masculine shall include the feminine and the singular shall include the plural, and vice versa, unless the context clearly indicates to the contrary.

15.2 This Agreement shall be governed by and construed in accordance with the Law of Scotland and any dispute arising out of this Agreement or these terms shall be subject to the exclusive jurisdiction of the Scottish Courts.

Owner 1
Owner's Signature

Owner's Full Name (Block Capitals)

Date

Owner 2
Owner's Signature

Owner's Full Name (Block Capitals)

Date

Agent
Signature of the Agent

Full Name (Block Capitals)

Date

Appendix A

Complaints Procedure

As a Property Bureau client or customer, you should expect a quality service from us which we aim to provide at every opportunity. We have very high standards and strive to treat all clients in a fair and professional manner. However, if you believe we have made a mistake we will do everything we can to make sure we deal with your complaint sympathetically, quickly and fairly.

1. If you have a complaint regarding Property Bureau please speak to any member of our team who will listen to

your grievance and try their best to resolve the situation or direct your grievance to the most appropriate person to deal with it.

2. If the matter cannot be resolved at this stage then we ask that you put the matter in writing addressed to a Company Director. A letter of acknowledgement will be sent to you within 5 working days of receipt. This acknowledgement will also state when we will be able to reply.

   Your letter should state why you are still dissatisfied and what further action you wish Property Bureau to take to resolve your complaint fully.

   The Company will investigate your complaint as quickly as possible. Before the matter is resolved you may be asked for additional information if this is required. A formal response will be sent to you within the timescale intimated in the acknowledgement letter.

   In all but exceptional cases, Property Bureau will have given you it's final response by letter at this point.

3. If your complaint is in relation to Letting and you are still not satisfied with the response you can write to :

   The First Tier Tribunal For Scotland at:

   Housing and Property Chamber
   First Tier Tribunal For Scotland
   Glasgow Tribunal Centre
   20 York Street
   Glasgow
   G2 8GT

   Telephone number 0141 302 5900 https://www.housingandpropertychamber.scot

Appendix B

Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013

Cancellation form

TO : Property Bureau Ltd,
Melville House,
70 Drymen Road,
Bearsden
G61 2RH

0141 943 1110

enquiries@propertybureau.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/ for the supply of the following service [*],

Ordered on [*]/ received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

Appendix C

The following properties are covered by the terms within this Management Service Agreement