

## Terms of Business for property management and fees

<b>Property Address:</b>	
<b>Legal Owner(s) Full Name:</b>	
<b>Home Address:</b>	
<b>E-mail Address:</b>	
<b>Contact Numbers:</b>	
<b>Address in the UK where notices may be served (if Landlord is overseas):</b>	
Appointed representative <b>(Name and Address – authorised to make decisions and provide funds if the Legal Owner(s) cannot be contacted):</b>	
<b>Representative's Contact Numbers:</b>	
Bank Details <b>Payments from SC Property Management Services are made by BACS. Please complete the following carefully, without details we will be unable to make payments.</b>	
<b>Bank or Building Society Name:</b>	
<b>Full Address:</b>	
<b>Name on Account:</b>	
<b>Account No:</b>	
<b>Sort Code:</b>	
LEGAL OWNER(S) RESIDENT OVERSEAS: YES / NO	
<b>CONFIRMATION OF INSTRUCTIONS</b>	
I/We confirm my/our agreement to the terms and conditions and instruct SC Property Management Services to act as my/our managing agent: -	
Please tick the services you require	
Tenant Introduction Service	<input type="checkbox"/>
Rent Collection Service	<input type="checkbox"/>
Full Property Management Service	<input type="checkbox"/>
<b>Notes:</b>	

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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### Services, Fees and Packages

	Tenant Introduction Service 6% (7.2% incl Vat)	Rent Collection Service 8% (9.6% incl Vat)	Full Property Management Service 10% (12% incl Vat)
Arrange compliance inspections	•	•	•
Administer Tenant reference and credit check	•	•	•
Right to Rent check	•	•	•
Rent Protection Insurance	• *	• *	• *
Rent Protection Insurance claim processing		• *	•
Inventory	• *	• *	• *
Prepare Assured Shorthold Tenancy	•	•	•
Register tenant's deposit		•	•
Collect rent		•	•
Monthly rent statements		•	•
Property maintenance			•
Management Inspections			•
Keyholding Facility		•	•
Legal support – Issue and process Section 8 and 21		•	•
Representation in court			•
Check out inspection		• *	• *
Deposit return		•	•
Notice		•	•
End of Tenancy cleaning and repairs			•
Selective License application assistance			• *
HMO License application assistance			• *
<b>Renewals:</b>			
Compliance – ESI, GSI, and PAT		•	•
Rent Protection Insurance		• *	• *
Tenancy – Assured Shorthold Tenancy		•	•
Tenant's deposit		•	•
Management Inspections			•

### Additional Services and Fees *All charges quoted below are inclusive of Vat*

Available upon request if they are not included in your package

Service	Fees
Rent Protection Insurance claim processing	£100.00
Management Inspection	£65.00
Representation in court *per hour*	£50.00
End of Tenancy cleaning and repairs	+ 20% of the cost of work
Apply for Property License	£150.00
Apply for HMO License	£200.00
Administration of deposit Dispute	£100.00
Inventory	£90.00
Check Out Inspection	£65.00
Rent Protection Insurance NIL Excess	£156.00
Rent Protection Insurance 1 month Excess	£96.00

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Terms of Business for property management and fees

## SC Property Management Services Terms

We hereby set out below the general conditions which apply to this agreement for each service undertaken.

### 1. General Authority

- 1.1 The legal owner(s) confirms and provides evidence that he/she is/are the sole owner(s) of the property and have the right to rent out the property.
- 1.2 The legal owner(s) authorises the agent to carry out the various duties including Anti Money Laundry process.
- 1.3 The legal owner(s) agrees to repay the agent for any reasonable costs, expenses or liabilities incurred or imposed on the agent, if they were incurred on behalf of the legal owner(s) on in pursuit of the agent's normal duties.
- 1.4 To assist the agent in carrying out their duties, the legal owner(s) agrees to respond promptly, with instructions where necessary, to any correspondence or requests.
- 1.5 The legal owner(s) agrees to receive information occasionally that SC Property Management Services deem to be in the interest of the legal owner(s).
- 1.6 The legal owner(s) agrees for the agent to sign new and renewal Tenancy Agreements on their behalf, subject to satisfactory referencing and having agreed the new tenant(s) and renewals.

### 2. Statutory Obligations

- 2.1 The legal owner(s) instructs SC Property Management Services to use their best endeavours to enforce the legal owner's obligations.
- 2.2 The legal owner(s) agrees that if the legal owner's agent are unable to contact the legal owner(s), their agent will appoint contractors to carry out statutory Gas and Electrical Safety inspections and resulting remedial work (if required) and authorises the agent to deduct the cost from the rent.

### 3. Property Licenses

- 3.1 The legal owner(s) will be required to provide SC Property Management Services with a copy of the appropriate license for the property, if the property is within any borough which requires Private Rented Property License.

### 4. Maintenance and Legal Obligations

- 4.1 The legal owner(s) must ensure that the property is appropriate to Let and all appliances confirm the safety regulations.
- 4.2 All equipment, gas appliances and electrical goods should be in full working order, should be checked for safety and have clear instructions for use.
- 4.3 You will be required to provide the necessary compliance certificates for our records.
- 4.4 It is imperative that we provide tenants with proof of compliance with the legal owner(s) statutory obligations and duty of care.

### 5. Deposit

- 5.1 The agent will take a damage deposit equivalent to one month's rent, to a maximum of 5 weeks.
- 5.2 The deposit is held by the agent and is kept in a separate client account. SC Property Management Services is a member of My Deposits.
- 5.3 The deposit will be returned to the tenant(s), less any agreed deductions due, at the end of the Tenancy. In the event of a

dispute it will be referred to My Deposits, once referred, SC Property Management Services will no longer have any further discretion.

- 5.4 If the agent is instructed by you, the legal owner(s) to hold the deposit, we shall do so under the terms of My Deposits.
- 5.6 If you, the legal owner(s), decide to hold the deposit yourself, we will transfer it to you within 5 days of receiving it.
- 5.7 You, the legal owner(s) must register the deposit with a deposit protection scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy.

### 6. Sole agency rights

- 1.1 By signing these Terms & Conditions you instruct us to act on your behalf as your sole agent and give your full authority in connection with the management of the property.

### 2. References

- 2.1 All Tenant(s) references will be made available to the legal owner(s), if requested.
- 2.2 References and credit checks will be carried out by FCC Paragon to ensure the tenant(s) qualify to rent the property.

### 3. Indemnification

- 3.1 The legal owner(s) warrants that all the information he/she has provided to the agent is correct to the best of their knowledge.
- 3.2 In the event the legal owner(s) provides incorrect information to the agents which causes the agent to suffer a loss, the legal owner(s) agrees to reimburse and compensate the agent for the losses incurred.

### 4. Payment of rent

- 4.1 Rent received less agreed deductions, will be forwarded directly to the legal owner's designated bank account, unless agreed for the payment to be made via cheque. The agent will process the payment within 3 working days of the agent receiving cleared funds.

### 5. Rent Statements

- 5.1 Statements will be raised once rent is received and sent via email.

### 6. Late rent payments

- 6.1 In the event the tenant(s) fails to pay rent, the agent will contact the tenant and chase a payment up to 14 days from the first day of arrears.
- 6.2 If the tenant(s) fails to clear the rent arrears within 14 days, the agent will instruct FCC Paragon to commence a claim under the rent protection insurance.
- 6.3 In the absence of a rent protection insurance, a notice under Section 8 of The Landlord and Tenant Act will be served upon the tenant(s) when the rent arrears exceed the value of 2 months rent.

### 7. Keys

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- 7.1 The legal owner(s) is responsible for ensuring the agent is supplied with at least one full set of keys.
- 7.2 They also give permission for the agent to make additional copies and charge the legal owner(s).

## **8 Warranties**

- 8.1 All appliance warranties and service agreements must be sent to the management department of SC Property Management Services.

## **9 Management Inspections**

- 9.1 Inspections will be carried out at six-month intervals during a Tenancy. All comments will be made to the general decorative order of the property and in the manner, it is being kept by the Tenant.
- 9.2 If there are any maintenance issues, it will be reported at the time.
- 9.3 The report together with pictures will be sent to you accordingly.

## **10 Obtaining Possession**

- 10.1 The legal owner(s) must give at least two months notice in line with the Tenancy date.
- 10.2 Notice must be served under The Housing Act if possession is required at the end of, or after the expiry of a fixed term tenancy agreement.
- 10.3 This procedure involved serving a Notice Requiring Possession under Section 21 of the Housing Act.
- 10.4 The notice will be valid of six months from the date of issue, if not actioned within the said period, it will lapse, and notice will have to be reserved.
- 10.5 The agent will not serve notice unless instructed by the legal owner(s) in writing.

## **11 Court proceedings, legal claim costs and expenses**

- 11.1 Any legal fees or administration costs incurred by SC Property Management Services in the processing or serving of evictions and legal issues, the costs to the court services is payable by the legal owner(s).
- 11.2 In certain cases, settlement of such costs will be required to be paid to the agent prior to any action being taken or issues.

## **12 Move In**

- 12.1 Following the signing of the Tenancy Agreement, the agent will give the tenant(s) keys to the premises together with a copy of the inventory.
- 12.2 The inventory is deemed accurate should the tenant not advise the agent in writing within 7 days of the commencement of the Tenancy.

## **13 Check out process**

- 13.1 In the event the tenant(s) are not present or available for a check inspection, the tenant(s) have until 5PM on the day of vacating to return all keys to our office to enable the agent/independent clerk to carry out a check out inspection.
- 13.2 The independent clerk does not test boilers, heaters, lights, sockets, cookers, washing machines, dishwashers, tumble dryers

## **17 Client Money Protect**

and domestic gas/electrical/solid fuel burners appliances at check out.

- 13.3 A check out report will be sent to the legal owner(s) and you, the legal owner(s) have up to 10 working days to respond with a proposal for deductions towards the deposit.
- 13.4 Failure to act within a timely manner can result in a dispute raised by the Tenant.
- 13.5 Should the tenant vacate in breach of their tenancy agreement, appropriate deductions can be made in line with the terms of the Tenancy Agreement. The legal owner(s) ratifies all decisions and actions taken by the agent on their behalf.

## **14 Appointed Representative**

- 14.1 The legal owner(s) should ensure the agent is provided with details of an appointed representative who is authorised by the legal owner(s) to make decisions on their behalf and who can provide funds in the event the legal owner(s) cannot be contacted.

## **15 Privacy Policy (GDPR)**

- 15.1 In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017, SC Property Management Services are required to obtain and retain your personal information which will include but may not be limited to the property information, contact details and ID.
- 15.2 We will use this information to contact you, verify your identity and provide the service you have selected.
- 15.3 We may be required to share your information with third parties to provide your chosen service, such as but not limited to, contractors, utility companies, property management companies, councils and insurance companies.
- 15.4 Your information will be held in our system whilst we transact with you, after which point your details will be removed unless you consent to receiving information from SC Property Management Services about our services.
- 15.5 SC Property Management Services are legally obliged to keep your details on record for at least 7 years.
- 15.6 You have the right to withdraw consent for us to contact you for marketing purposes at any time.

## **16 Complaints Procedure**

- 16.1 If you have a complaint, our staff who you usually deal with will try to resolve it that day, so please tell them in the first instance.
- 16.2 Should they need some time to investigate the matter, they will explain why and tell you how long it will take.
- 16.3 If you're not happy with the response you receive from the team, you can get in touch through our formal complaints procedure below.
- 16.4 Please put your formal complaint in writing either by email or letter, including as much detail as possible.
- 16.5 You can ask someone to help you put your complaint in writing if you wish.
- 16.6 If you cannot put your complaint in writing, please contact us so we can document your complaint for you.
- 16.7 For further information on our procedure please visit: [www.scpropertymanagementservices.com](http://www.scpropertymanagementservices.com)

- 17.1 SC Property Management Services is a member of Safeagent and a part of their CMP Scheme. The Scheme rules can be found on the website, follow the link below.

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<https://safeagents.co.uk/for-agents/client-money-protection/>

## **18 Anti Money Laundering Regulations**

18.1 SC Property Management Services is subject to the Money Laundering Regulations 2017. As a result we will need to obtain and hold evidence confirming your identity, proof of your address and source/destination of funds. We will be unable to proceed with any instruction until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property may also be requested.

## **19 Right to Rent**

19.1 SC Property Management Services is subject to the Money Laundering Regulations 2017. As a result we will need to obtain and hold evidence confirming your identity, proof of your address and source/destination of funds. We will be unable to proceed with any instruction until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property may also be requested.

## **20 The Gas Safety (Installation & Use) Regulations 1998**

20.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

20.2 If SC Property Management Services is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with our administration charge, will be debited from the landlord's account.

20.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and SC Property Management Services has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with our administration charge, will be debited from the landlord's account.

## **21 The Electrical Equipment (Safety) Regulations 1994**

21.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

21.2 If SC Property Management Services is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with our administration charge, will be debited from the landlord's account.

21.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and Sc Property Management services

has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with our administration charge, will be debited from the landlord's account.

## **22 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015**

22.1 The landlord is responsible for installing a working smoke alarm on every storey of the property, and a working carbon monoxide alarm in any room with a solid fuel combustion appliance, at the commencement of a tenancy term. A record of the installation and the working order of the alarms must be documented by the landlord. SC Property Management Services reserves the right to appoint an appropriate person to carry out the necessary alarm checks and conduct any remedial works where necessary, at the commencement of a tenancy. The cost incurred, together with our call out fee, will be debited from the landlord's account.

22.2 Where the letting is subject to a HMO licence or selective licence requirements, the landlord is also responsible for undertaking and documenting appropriate checks as to the working order of the smoke alarms and any carbon monoxide alarms during a tenancy and for replacing or repairing the alarms as necessary.

## **23 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993**

23.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

23.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.

## **24 The Control of Substances Hazardous to Health Regulations 1989 and Section 3(2) of the Health and Safety at Work Act 1974**

24.1 The Landlord is legally responsible for carrying out a risk assessment for Legionnaire's disease before letting the property and for maintaining control measures to minimise the risk in water system while the property is let.

## **25 Energy Performance Certificate (EPC)**

25.1 All buildings in the private rented sector require a valid EPC with a minimum band E rating. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. SC Property Management Services can organise an EPC from an approved supplier, if requested by the Landlord.

## **26 Termination of Rent Collection or Property Management Services**

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- 26.1 Either party, SC Property Management Services or the legal owner(s) may give notice of their intention to terminate this agreement in writing.
- 26.2 The legal owner(s) is required to give 2 months notice in line with the rent due date
- 26.3 All respective tenancy month service fees, managed by SC Property Management Services on behalf of the legal owner(s)
- will become due up to the expiration of each individual AST Tenancy Agreements or the equivalent of one month's rental income per property, whichever is greater.
- 26.4 It is noted and agreed by the legal owner(s) that if he/she retains the existing tenants introduced by SC Property Management Services after termination of this agreement, a fee equivalent to one month's rent is payable to the agent.

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

***Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.***

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Terms of Business for property management and fees

## Warranty and important information

### Warranty and Insurance Covers:

	Make and Model	Cover Details	Expiry Date
Washing Machine			
Fridge/Freezer			
Boiler			
Other:			

### Utility Company:

	Details
Gas	
Electricity	
Water	

### Local Authority:

Is your property:      Freehold       Leasehold

### Please provide the following details:

	Name	Address	Number
Managing Agents			
Local Authority			

### Emergency Contact:

<b>Name:</b>
<b>Address:</b>
<b>Contact Number:</b>
<b>E-mail Address:</b>
<b>How are you related?</b>

To meet the Anti Money Laundering Regulations, it is required from the legal owner(s) before the start of a Tenancy, to provide the following documents.

- Proof of Address
- Proof of ID
- Proof of ownership
- Private Rental Property License

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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### Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days after the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to, **SC Property Management Services, Jhumat House, 160 London Road, Barking IG11 8BB**; or by email to [management@scpropertymanagementservices.com](mailto:management@scpropertymanagementservices.com) Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

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### Cancellation Notice

If you wish to cancel this agreement, you must do so in writing within 14 days of signing this agreement. Please complete, detach and use this section to do so and ensure that it is delivered or sent by post to: **SC Property Management Services, Jhumat House, 160 London Road, Barking IG11 8BB** or by email to [management@scpropertymanagementservices.com](mailto:management@scpropertymanagementservices.com)

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To: SC Property Management Property Management Services  
Jhumat House, 160 London Road, Barking IG11 8BB

I/We hereby give notice to cancel the Terms of Business relating to the property address of which is:

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Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

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