

MORECAMBE
BAY PROPERTY LTD

01524 414477

morecambabayproperty.co.uk

LANDLORD & AGENT AGREEMENT

MORECAMBE
BAY PROPERTY LTD

Tel: 01524 414477

mbaypropertyltd@outlook.com

50 Queen St, Morecambe LA4 5EP

Registered in England No: 8569173

Landlord and Agent Agreement

Terms and Conditions

THESE FORMS MUST BE RETURNED TO AGENT PRIOR TO MARKETING.

This Agreement is made

Between the Owner

Of the One Part (hereinafter referred to as the “**Landlord**”)

And Morecambe Bay Property Ltd, 50 Queen Street, Morecambe, Lancashire, LA4 5EP.

Of the Other part (hereinafter referred to as the “**Agent**”).

Whereas:

The **Landlord** is the owner of the property/properties known as:

I/we have enclosed our ID (driving license/passport, proof of ownership (Mortgage letter /statement / Utility bill) / Proof of Buildings Insurance Certificate

1. The **Landlord** is appointing the **Agent** in connection with the letting of the property/properties aforementioned for a term of 12 months, after this period the Agent will continue management until otherwise instructed.

Whereby it is agreed as follows:

1.1 I/we confirm that my/our mortgage company/lender/Head **Landlord** or superior **Landlord** where appropriate, has been informed of my/our intention to let my/our property and formal permission has been granted for such purposes. A copy of this formal permission has been issued to the **Agent** along with relevant Buildings insurance.

2. I/We confirm that we will obtain a Landlords Annual Gas Safety Certificate under the Gas Safety Regulations 1994, before a tenancy can commence and this must be carried out by a qualified Gas Safe Engineer, which the **Agent** can arrange. Should the Landlord arrange this work, a valid Certificate must be produced and given to the **Agent** prior to the Tenancy commencement date. The Tenancy cannot proceed without this safety documentation. Please note this needs to be renewed on an annual basis. I/we understand that should I/we at any stage take out a British Gas Landlord Maintenance Plan, or similar maintenance plan, I/we will inform the Agent immediately. (Please check with the provider of any service plan that the Gas Safety Certificated is included as part of their service).

2.1 I/We confirm we are aware of the legal requirement to have a legionella risk assessment of the property to be rented. H.SE. website <http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

You can download this risk assessment from the Government website please provide the relevant paperwork PRIOR to the tenants moving in.

3.1 All properties unless Grade II listed or of non-brick standard build must have a valid Energy Performance Certificate, (E.P.C.), of "E" or above, which the Agent can arrange. Landlords who wish to provide their own must do so prior to marketing. Legislation states you cannot Let a property with a F and G rating unless evidence of an exemption.

4.1 I/we confirm that all electrical equipment meets the latest Electrical Equipment (Safety) Regulations. Should the **Landlord** arrange this work, a valid Certificate must be produced and given to the **Agent** prior to the Tenancy commencement date.

4.2 Smoke alarms must be fitted on each floor along with a carbon monoxide detector to be fitted close to the boiler and, where applicable, to an open fire or log burning stove.

5. I/we agree that the **Agent** will enquire into the suitability of **Tenant** as may be deemed necessary by them and will take up such references as the **Agent** in its absolute discretion sees fit. The **Agent** will not be liable to the **Landlord** should it transpire that any of the references so requested have in fact been wrongly given.

6. I/we understand that the **Agent** will prepare and arrange for the execution of the Tenancy Agreement and any relevant documents/notices between the **Landlord** and the **Tenant** on our behalf, for periods not longer than one year unless specified otherwise.

7. I/we understand that the **Agent** will prior to the letting being arranged prepare a Schedule of Condition and Inventory / Check in report of the property and after a period of letting carry out a property inspection prior to the **Tenant** leaving the property. Any dilapidations other than fair wear and tear will be charged to the **Tenant** and the **Agent** will use its best endeavours to obtain settlement of any sums necessary for dilapidations. However, the **Agent** themselves will not be responsible for any non-payment of rent or for any damage incurred by the **Tenant** to the property if the **Tenant** should have disappeared and be unable to be reasonably traced by the **Agent**; or, the Deposit Protection Service deem that the tenant is not responsible.

8. I/we understand that the **Agent** will attend to the collection of rents applicable to the above letting and credit those sums minus the **Agent's** commission to the **Landlord's** bank account or as otherwise directed. This imposes no liability on the **Agent** to make good such sums withheld by the **Tenant** in respect of rents due provided that the sums are not withheld due to default on the part of the **Agent**.

9. I/we understand that the **Agent** confirms that they will make every reasonable effort to ensure that the property is used in a good and tenant-like fashion. The **Agent** will also carry out periodic visits for the duration of the tenancy agreement.

10. I/we understand that the **Agent** may act in its absolute discretion on my/our behalf to employ tradespersons to carry out emergency remedial work up to the value of £250.00 (exclusive of VAT.) and the **Agent** may also employ tradespersons to carry out minor works up to a maximum cost of £150.00 (exclusive of VAT.) without consultation. Such sums to be paid to the tradespersons by the **Agent** from the succeeding months rental, if insufficient funds are held, I/we undertake to forward payment of the balance due.

11. In the event of any major work(s), including involvement of any insurance company, solicitor or surveyor, the **Agent** will assist and if necessary, advise and supervise on any work(s) required. I/we understand that this service may be subject to an extra fee of £50.00 + VAT.

12. I/we understand that the **Agent** will not be held responsible in the event of the **Landlord** and **Contract holder** discussing independently, matters which could affect any disputes at the end of the term.

13. I/we confirm that should we move overseas at any time I/we will advise the agents immediately.

14. I/we confirm that, if applicable, I/we will complete and return the necessary application form in respect of the HMRC Non-Resident **Landlord** Exemption Certificate.

15. We are members of the Property Redress Scheme, Client Money Protection and Membership to a Redress scheme, this is an independent body that serves as an 'escalation point' for complaints that client's think was dealt with incorrectly/inappropriately by the agent. It effectively allows the client to make a complaint to an appointed official to investigate and give a binding decision, without the need for the Court system. There are two main redress schemes, headed by an Ombudsman, operating in the Private Rented Sector. Ombudsmen are independent, free of charge and impartial – The Property Ombudsman Scheme (<https://www.tpos.co.uk/>) – Property Redress Scheme (<https://www.theprs.co.uk/>)

16. I/we confirm that our obligations under the Landlord and Tenant Act 1985 as amended by the Housing Act 1998, 2016 and 2022 will be met.

17. If the **Landlord** cancels this agreement prior to a Tenant being found, 14 days' notice is required for termination of this contract. Once a **Tenant** is found but before the **Tenant** moves in, a £300.00 (inclusive of VAT Per property) set up fee will be charged.

I/we understand that if we wish to cancel our Management Agreement, then the **Agent** is entitled to a minimum of two months written notice. If the landlords decide to withdraw from our services within the initial 12-month term, there will be a charge £200 per unit. This charge will be at the agent's discretion. Any benefits received by us for tenants rent will be held for a period of 3 months after the last day of withdrawal from our services, this is due to the nature of benefits being paid in arrears.

18. I/we appoint Morecambe Bay Property to act as **Sole Letting Agent** in respect of the Tenancy on the above property.

19. I/we confirm that the **Agent** will deduct their commission and fees from my/our rental income at source and the remainder will be processed to my bank account within the next accounting period of the **Agent** receiving it. It is the intention of the **Agent** to pay income to the **Landlord** on or around the 30th day of each month provided the **Contract holder** has paid their rent on the due date.

20. I/we confirm that the **Agent** will charge the agreed Management Fee _____ for the management services of the property at the time of signing or at such rates as notified to the **Landlord** from time to time (the **Agent** agreeing to give the **Landlord** two months notice of any rate changes), and such sums may be deducted from the monthly rental received from the **Tenant** prior to its being credited to the **Landlord's** bank account.

21. I/we understand that there is an initial tenancy setting up fee of £180.00 (Inclusive of VAT).

Points 1 - 21 apply to fully managed properties

OR:

If the Landlord wishes to take the Tenant Find only option just points 1-5 and 15-17 and 22

22. I/We have opted for the 'Tenant Find' option at a cost of 100% of the first month's rent. We expect the **Agent** to find a tenant, suitably credit check each adult over 25, provide us with a standard short hold tenancy agreement and any other relevant documentation.

The Landlords responsibilities in this instance are that they lodge the tenants' deposit with an independent body or client protected fund, they provide the tenant with the relevant deposit prescribed information, they move the tenant in and out of the property.

Please specify your preferred option below:

Full Management Service

Tenant Find Option

Signed

(Landlord)

Date:

Signed

(Agent)

Date:



NOTICE OF CANCELLATION RIGHTS – 2013 REGULATIONS

If this Agency Agreement is completed in your home, under the Cancellation of Contracts Made in Consumers Home or Place of Work Regulations 2008, you have the right to cancel the Agency Agreement referred to above if you wish. This right can be exercised by delivering or sending by recorded post or email a written cancellation notice to the person indicated below at any time within the period of 7 days starting with the date of receipt of this notice dated _____
If you choose to cancel the Agency Agreement you should post or email the written cancellation to the branch manager. If you choose to cancel this Agreement, your cancellation will be effective from the time your cancellation notice is posted or sent to the address of the Agent or in the case of email, on the day it is sent.

PERFORMANCE OF THE CONTRACT PERIOD PRIOR TO EXPIRY OF THE CANCELLATION PERIOD

The services set out in the Agency period will not commence until the day following the last day of the cancellation period. If you wish the services to begin within the cancellation period, you must agree to this in writing. Your Right to Cancel the Agency Agreement within the cancellation period will not be affected. However, if you choose to cancel the Agency Agreement you will be required to pay for goods and services supplied prior to cancellation.
If you wish the services to begin prior to the cancellation period, you should sign the confirmation below

I / We understand that if I/We subsequently exercise the right to terminate the Agency Agreement within the cancellation period I/We will be required to pay for the goods and services supplied prior to cancellation.

Landlords Signature

.....

Date

.....



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EQUAL OPPORTUNITIES POLICY

Morecambe Bay Property Ltd will provide equality of opportunity and fair treatment for all. This includes: everyone who uses, or wishes to use, Morecambe Bay Property Ltd services including tenants and Landlords; members of the public, tradespeople; everyone who works for us, or who applies to work for us. Morecambe Bay Property Ltd supports housing providers and services to recognize, respect and respond appropriately to the diversity of housing needs and characteristics of people.

Protected Characteristics

Morecambe Bay Property Ltd is committed to ensuring that everyone is treated fairly, has equal access to services and is not discriminated against, harassed or victimized in relation the following protected characteristics identified under the Equality Act 2010:

Age

This refers to an individual of a specific age (e.g. 32) or an age range (e.g. 18 – 30).

Disability

In the legislation, persons are defined as having a disability if they have a physical or mental impairment, which has a substantial and long-term adverse effect on their ability to carry out normal day to day activities.

Marriage and Civil Partnerships

Marriage is defined as a formal union between a man and a woman or two people of the same sex. Same-sex couples can additionally have their relationships legally recognized as 'civil partnerships'. Civil partners must be treated in the same way as married couples in a wide range of legal matters.

Race

In legislation, this refers to a group of people defined according to their race, colour, nationality (including citizenship), or their ethnic or national origin.

Religion and Belief

Religion retains its usual meaning, but belief includes religious and philosophical creeds (e.g. Atheism). Generally, a belief should influence your life choices or the way you live for it to be included in the definition. People with no religious belief are also protected,

Sexual Orientation

This refers to a person's sexual attraction – are they attracted by people of the same sex, the opposite sex or people of both sexes. Although it is defined in legislation as a person's sexual attraction, sexual orientation is a combination of emotional, romantic, sexual or affectionate attraction towards another person.

Defining Discrimination

Discrimination is defined in several ways. It may be deliberate or unconscious. It may occur on an individual level (person to person) or on an institutional level.

The Equality Act (2010) expects that all staff and contractors of Morecambe Bay Property Ltd are aware of and understand the different ways in which discrimination can happen.

Direct Discrimination

Treating an individual less fairly/worse than another individual because of a protected characteristic.e.g. – Refusing someone housing advice because of their sexual orientation.

Indirect Discrimination

This happens when a service provider or employer sets out a rule, policy or way of doing things which is relevant to all but has a worse effect on someone with a protected characteristic than on someone without such a characteristic, when this cannot be objectively justified. e.g. A letting agency has a policy of reminding service users of coming appointments by phoning them. This puts deaf people who cannot use a phone at a disadvantage, since they will not be reminded of the appointment.

Harassment

This happens when an individual behaves in an unpleasant manner which transgresses someone else's dignity, or is aggressive, degrading, insulting or humiliating towards someone with a protected characteristic. It may be of a sexual nature.

e.g. – A customer in reception happens to hear a staff member making racist remarks. This is an example of harassment since it creates a threatening and degrading atmosphere which humiliates the customer and affronts his/her dignity.

GENERAL DATA PROTECTION REGULATIONS

1.1 By entering into this agreement with us you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately facilitate the successful rental and/or property management services.

1.2 The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information –

- Names and addresses
- Contact telephone numbers
- Email addresses
- Personal identification information and documentation
- Bank details
- Information about the property

1.3 In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.

1.4 We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.

1.5 Your information will not be passed to a third party not listed in clause 1.6 without obtaining your consent.

1.6 Specifically, we will hold and use your information in the following manner –

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

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

Viewings – We will organise viewings on your behalf, to suit you, the viewer and any tenant who may be residing at the property. Where we are conducting the viewing for you, it is important that you check your property prior to the viewing to ensure that any personal information you

would not wish a viewer to see is removed.

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

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

Tenants – Once a tenancy is agreed we will provide the tenant with your address as there is a legal requirement to do this.

Sub-Contractors – We may sub-contract out some of the services we provide to you under this agreement, such as photography, accompanied viewings, erection of TO LET boards, inventory checks and property inspections during tenancies.

Contractors – We hold a list of preferred contractors who we may use to provide services to you at the property we are marketing and/or managing. We may obtain estimates / quotes for work from these contractors, and we may instruct them to carry out work on your behalf.

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

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

1.8 If you would like to contact us regarding any data issue, please contact us on mbaypropertyltd@outlook.com

More information on how we hold and process your data is available on our website – <https://www.morecambebayproperty.co.uk>

More information on your rights is available at www.ico.org.uk