Terms and Conditions

Please read the following terms carefully before signing the management agreement:

1) Terms – a copy of the terms will be available for everyone to view if and when needed on our website (www.aptusea.com)

1.1 What the terms cover - These terms and conditions cover all our services which include, full management letting service, introduction only service, rent collection service, etc, unless agreed in writing otherwise.

1.2 These terms also apply with all the properties that we are managing and in which landlords have agreed to let with us by signing the letting management agreement as well as all the terms within the management agreement.

1.3 These terms as well as the letting management agreement compile of the entire agreement between the estate agent and the landlord. If, at any point of the duration of the agreement, there is any kind of obscurity or contradiction, these terms will have full significance.

2) Contact APTUS EA LTD

2.1 Who we are? Established in 1997, APTUS is a leading estate agent providing a comprehensive service to our customers including Residential Sales and Lettings within Slough and surrounding area. With over 20 years of experience, we have developed an extensive knowledge of the local property market enabling us to offer a wide-ranging service that is both friendly and professional as befits our reputation. We are committed to providing our customers (whether property sellers, buyers, developers etc) with individual high-quality advice based on the wealth of experience of our local dedicated sales team. With all the traditional values you would expect from a well-established firm combined with the latest innovations and technology, we offer a modern quality service.

2.2 Contact us – You can contact us a variety of ways.

a) *Come in* – our office is in the heart of Slough located on the Bath Road. Address: 127b Bath Road, Slough, Berkshire, SL1 3UW. Office hours; Monday to Friday 9am to 5pm and Saturdays 10am to 2pm. Senior and managerial members of staff can be reached out of office hours if query is urgent.

b) *Telephone* – 01753 376363 (you will be provided with senior management mobile numbers to be able to reach them out of office hours).

c) *Email* – Our main office email is info@aptusea.com, if you would like a particular member of staff email, please contact the office and it may be provided to you, or you are able to contact the email address stated above and request the email address you require.

3) Our contract with you

3.1 Our contract with each landlord/client is a one-page letting or sales agreement which is signed and dated by the client which allows us full permission to carry out the duties as explained within our verbal or signed agreement. The one-page agreement is nurtured to simplify the act of agreement understanding and signing and to nurture and construct agreement around each client's particular scenario and personal situation. This one-page agreement is authored and put together to suit each client in particular needs and requirements within the duration of the tenancy. This allows landlords to take less stress on reading and worrying about forthcoming simplified declaration with terms and conditions attached.

3.2 Once signed and agreed into a letting agreement or sales agreement, this becomes a legal binding contract which allows our company to take full authority where designated.

3.3 By signing and submitting your instructions within the management agreement provided, you are asking us to act as the letting agent and management agency of your property, which means you are liable to pay our fees, commissions, as well as other charges such as maintenance charges, service charge, ground rent, council tax and bills (within periods of non-occupancy) and any other liable tax or VAT.

3.4 This contract is a rolling contract until the management agreement is cancelled by landlord or the agent on a six months' notice period (clause: 25). Any emergency work/maintenance carried out including certification such as, Electric certificate, Gas Safety Certificate and/or EPC may be carried out by APTUS and charged to landlord.

3.5 Sole Agency

3.6 If you have elected to instruct us on a sole agency basis you agree that we will be the only agent instructed to market and let your property for the agreed period shown in the management agreement. If you instruct another agent during such period, APTUS EA LTD have the full right reserve the right to charge the agreed number of monies that is owed, which is will be stated by the agent, this includes both letting and sale management contracts.

3.7 If you have not elected to instruct us on sole agency basis, or if the sole agency had expired, the agreement will be on a multi-agent basis, this however, should be discusses and agreed in writing before the management agreement is signed or this will not be accepted for the duration of tenancy. If the client chooses to go ahead with the multi-agent basis without permission from the current agent and within the duration of the management agreement once the agreement has been signed, the client will be charged for the fees and commission that are due to us for the entirety of the duration of the agreement or tenancy.

3.8 When will these terms and instructions begin? These instructions will commence when the management agreement and landlord offer form has been filled and signed. At this point the contract between APTUS EA LTD and the client will commence.

3.9 These terms apply to all our services within sales and lettings, this means that any variation within the terms and conditions and any variations or statements made by the members of the team of our team regarding the services that are provided within the company, shall not be binding on us unless in writing and signed by a senior director of APTUS EA LTD.

4) Our services

4.1 Sales - Our success is a direct result of listening to our client's needs. We will achieve the highest possible price for your home whilst providing the quality of service and professionalism that you would expect: Unrivalled Local Knowledge, Speed of Marketing from Instruction, Quality Coloured Details, Dedicated Sales Progression Department, Competitive Commission Rates, 'No Sale-No Fee, Strong Web Based Marketing, Active Data Base of Clients, Un-rivalled Experience Negotiating with Buyers, Independent Mortgage Advice and retting the right result.

4.2 Lettings – Within lettings, we have two distinct services.

a) Introduction only service – this is where we out find a tenant for the landlord and fully vet the tenant with a full reference and credit check, ensure they are financially adequate enough to afford the property for the entirety of the duration of the tenancy agreement. This would cost approximately 6% of the annual rent for the duration of the tenancy agreement.

b) Our fully managed service is our most popular service which includes a full and complete take-over and management of the property. The tenant will move in within 1-2 weeks of the management agreement being signed by the landlord. The landlord will receive a quarterly report whenever there are changes with the agreement or tenants, as well as maintenance report if any maintenance changes to occur within the duration of the tenancy.

We will carry out all of the relevant and applicable appliance certificates that need to be carried out if this has not been carried out already, or if any of the certification has been or is expired, said certification will be renewed. Your deposit will be protected with APTUS EA LTD through a third-party company known as MyDeposits, this will protect the deposit for the duration of the tenancy and the deposit will be handed back to the tenant after the tenants have moved out of the property and provided us with their keys. We will also change over all utilities for the tenant with a third-party company known as Tenant Shop, this company will contact the tenant and change of all utilities/bills such as council tax, water, gas and electric. This company also records and catalogues data such as meter readings of the gas and electric meter whilst the tenant is moving in and moving out of the property, as well as data such as landlord information, tenant information and move in and move out dates, etc.

4.3 Probate services - We provide a comprehensive probate service for solicitors, executors, administrators and trustees. The period following the death of a friend or family member can be exceedingly difficult. During this time matters such as organising the affairs of the deceased may not be at the forefront of the mind; however, it is important that some issues are resolved quickly for the affairs of the estate to be settled and the intended beneficiaries to receive their financial provision. If a landlord provides us with a probate property, these are the following services to be expected, a FREE probate valuation report, Advice and recommendation on the appropriate method of sale for the property, Liaison with the solicitors acting for the estate, Regular security visits, The removal or sale of unwanted furniture and chattels, and Property and garden repair or maintenance.

4.4 Valuation – we carry out valuations up to surveyor standard, these valuations are free at all times.

4.5 Block management - APTUS provide a hands-on service to residential apartment blocks, which includes maintenance on, lifts, heating systems, parking controls & security systems. We also provide 7 days a week maintenance line service to assist with all types of emergency maintenance issues. We manage a diverse portfolio of blocks across the UK whilst still maintaining a local presence for our clients. We currently manage buildings in London, Milton Keynes, Bracknell, Slough, Reading, Norwich, Crawley, Cambridge, Reading, Norwich, Sheffield and many other areas.

4.6 Serviced apartments – APTUS EA LTD supply full flat and apartment blocks that may be leased for serviced apartments, for example, temporary accommodation, hotel services, etc.

5) Expenses and payments

5.1 Any commission, interest or other income received by us while delivering services stated above, for example, referrals to solicitors, interest on funds, held and collected, fees from EPC providers, contractors, etc, will be taken by APTUS EA LTD. All relevant fees are stated within the management contact which should have been signed by each landlord. Once the management agreement is signed, the client agrees to pay for the following;

a) Fees for the services
b) Commissions
c) Any applicable charges that are set, full amounts located within management agreement. These charges must be paid in advance, either as a deduction from the rent or card transfer with the bank details provided.
d) At the beginning of the tenancy, before the tenant moves in, or if the client withdraws from entering the tenancy, after instructing to proceed, client agrees to pay an administration fee of approximately £300.00, this depends on the amount of administration carried out for this particular property. This contribution will be towards the administration paperwork and marketing costs acquired by APTUS.
e) If the client chooses to sell their property with the tenant supplied by APTUS still in an active AST agreement, the landlord is liable to pay for all rent collection, and full management service fees up until the AST term has come to an end.
f) In any active AST or AST that is not terminated using the legal pathways client will be liable for any compensation due to us or any reparations due to the tenant, this may include but is not limited to;
    1. All rent collection fees.
    2. Full management fees (as stated on the management agreement).

For the period of the tenancy.

g) When you agree to our full management service, you will be produced with an annual rental statement, which provides you with rent income, any extra expenditure for the year and our fees, you agree to pay a charge for this service for the total of £100.00.
h) To protect your deposit with MyDeposits, you approve a payment of £250.00. (This will be explained further in clause 13)
i) If you require attendance from APTUS EA LTD at any type of court hearing or any tribunal, this can be offered by our team members who are sufficiently experienced and educated within this field, you will be charged approximately £200.00 depending on the case, these charges may differ. However, if other legal documentation or more hours are required, this charge will increase.
j) If the client requires us to serve any legal notice, there is a fixed charge of £200.00 once the notice has been served.
k) If you require the tenant currently residing within the property to be replaced with another tenant, given the tenant is not abiding by the tenancy agreement, you are willing to pay the rate of £150.00 extra to change your tenant (Change of Sharer).

5.2 If you want to visit the property during the tenancy agreement is active, extra visits to the property can cost up to £50.00.

5.3 If one of the APTUS team members awaits a contractor who is hired by the landlord, then, the landlord will be charged approximately £50.00 per hour depending on how long the waiting time is, and how long the contractor takes to complete the maintenance work.

5.4 If the client would like APTUS to embark on any sort of refurbishment or interior designing/furnishing the property, this will acquire a total of 10% of the total amount of monies to purchase the furniture, materials and labour costs.

5.5 Key cutting is a requirement, this can be done by either the tenant, once the tenancy agreement has been signed and the tenant has moved in, or the landlord before the property is undertaken management with APTUS EA LTD. This ensures the agent has a copy of the keys at all times, in case of any emergency, etc. The landlord agrees to pay the suitable costs for the copy of key(s), plus a £15.00 extra charge if the landlord would like the tenant or the agency to carry out this task.

5.6 If the landlord resides outside of the UK and requires their rent payment to be sent to them outside of the UK or through a foreign bank account/ a bank account held outside of the UK, the client agrees to pay a fixed fee of £50.00 with each payment made to the said bank account.

5.7 If the client would like the agency to complete the following licences set by the government, there will be a fixed fee of £300.00 per each licence.

a) Selective licence
b) Additional licence
c) House of Multiple Occupancy licence

This differentiates depending on whether the property comes within the allocated areas of which is required by the government to be licenced.

This fee of £300.00 is on top of the charges the government will charge to apply for the licence. You will be informed of the exact number of charges that are to be paid to the local council, these are one-off payments that will be taken out of your account twice, once whilst applying for the licence and secondly, once the licence has been approved.

5.8 If the client does not provide us with appliance certification before the tenancy has started, which is of legal requirement, we are able to arrange a Gas Safe or an Electric Safe registered engineer to carry out the certification. You agree to pay the total cost of £50.00 for the Gas Safe Certificate and £150.00 for the Electric Safety certification, there may be additional costs due to the inspection of both certifications and whether the safety checks fail, more work may be carried out which may incur further charges.

5.9 To renew/extend the current tenancy agreement, there will be a set-up fee cost of £150.00. This may increase or decrease depending on the duration of the tenancy which is being extended. For example, if the tenancy is 6 months and is a licence agreement, this will cost up to £85.00, however if the tenancy is a 12-month tenancy, this will cost £150.00. A 24-month agreement (which is our most popular duration and is cheaper in the long run) will cost up to £250.00 to renew.

5.10 To terminate the contract, provided no clause of the contract has been breached, you will have to provide us with a 30 days' notice period and pay all the fees that are due to us for the entirety of the duration of the contract.

a) To be able to terminate a contract after a let that has been successful, through APTUS EA LTD, and the existing tenants remain within the property, you agree to pay a charge which is equivalent to one month rent including our fees for the duration of the tenancy provided we have not breached the contract.

5.11 Rent Stability and Communication Clause

a) Fixed Rent: The rent amount shall remain fixed for the duration of the management period as specified in this Agreement.

b) Prohibition of Direct Communication: The Landlord shall not engage in direct communication with the Tenant or the Service Provider regarding any matters related to this Agreement. All communications must be conducted through the appointed management company.

c) Rent Adjustment: Any increase in rent during the management period shall be in accordance with the prevailing inflation rate and shall not exceed the specified range of six percent (6%) to eight percent (8%) annually.

6) Providing our services.

6.1 Commencement of the service. The service(s) will begin immediately after the management contract is signed.

6.2 If there is a delay with our service which is outside of our control, we will attempt to contact you as soon as possible, we will also attempt to reduce the delay as much as we possibly can, however we are not liable for this delay. If this service is cancelled and not carried out, you will not be charged, however if the service is carried out and the service is slightly delayed, you will not be refunded your payment.

6.3 No access provided – if there is no access provided into the property and there was an appointment made, or the client has not provided us with keys (and there is no reasonable reason provided of why this was not done) this could incur further charges to the landlord.

6.4 If there is no payment provided for our services – if the client does not pay our fees/charges during the time we provide, even after constant reminders and invoices being sent, after 7 days of non-payment, the services we supply to yourself will be suspended until the full payment is provided, or a financial payment plan is not set up with the agency.

6.5 Please note, the property may be used as temporary accommodation. Subject to availability.

7) Ending the contract.

7.1 If the client chooses to end the contract for the following clauses:

a) Error in price or description of services and you do not want to carry on with our services any further.
b) You have a legal right to end the contract due to something that was caused by us, we have done something wrong, etc.

The contract will end, provided you have given a one-month notice, after the notice period is over, the contract will be terminated, and you will be charged for the rest of the duration of the tenancy of which you will be liable to pay just management fees of the duration of the tenancy.

7.2 Ending contact provided we are not breaching the contract and the contract has been active for over a month and you are no longer permitted to change your mind. Even if we are not breaching the contract, your right to change your mind to terminate the contract will be dismissed as the 30-day period is expired.

8) Ending the contract after the cancellation period has expired.

8.1 Providing us with a notice – a notice is required; this notice can be provided by the following items.

a) The notice should be written, but please call-in advance that you will be providing the notice.
b) Email us with the email address we provide; email us with the following information, your full name, address of premises, details of the property, contact details (number and email address), reason for termination of contract.

8.2 Our rights to end the contract.

8.3 If the contract has been breached by the client, the contract will be terminated immediately. Our services will be fully terminated immediately, and you will be charged with an invoice with a bill of the entire management commissions/management fees which will be charged up until the tenancy finishes.

a) No payment made when it is due.
b) Not providing information within a reasonable time of asking for it
c) Not providing the agents access to the property to ensure the service is carried out.

d) If the client hires another management agency to manage the property during a sole agency period.

8.4 Compensation must be provided if contract has been terminated.

9) Payment – paying management fees.

9.1 Most UK credit and debit bank accounts are accepted for payments to be transferred to us.

9.2 Cash may be accepted but it is preferred if the cash is deposited into our account directly through our bank.

9.3 You will receive an invoice when extra monies are due to us excluding the rental fees. For example, if there has been any maintenance work that has been carried out within the property such as boiler issues, urgent maintenance needs to be carried out. This payment will be invoiced to yourself and charged, unless it was previously agreed that you would like all maintenance work to be carried out within the property to be deducted from the rental payments.

9.4 To terminate contract landlord must honour 12 weeks rental payment as termination fee. Landlord and tenant are not permitted to carry on duration of tenancy without agency knowledge if the tenant was sourced by agent.

10) Regulations that may refer to all of our available services.

10.1 The tenancy agreement, a high percentage of our tenancies will be our standard Assured Shorthold Tenancy (AST) agreement. If the duration of the agreement is less than 12 months, you will be more likely to receive a Licence to Occupy agreement, which is a short-term agreement and may be rolled over into an AST if the tenant and landlord are both happy to extend the lease. All the terms of both contracts will be provided to both the tenant and the landlord to read over before signing. If you require a sample of the agreement with our standard terms, please request this by contacting us and you will be provided with a blank AST copy and are able to read through our standard terms and conditions within the agreements.

10.2 You permit APTUS EA LTD to sign and implement the tenancy agreement on your behalf if you have not already signed the agreement before the tenants but have read the agreement and are willing to move forward with your terms.

10.3 It is recommended that the move-in and move-out inventory report or condition report of the property is carried out at the end of each tenancy to make us aware of the current condition and state of the property. We are not liable and will not accept any failure to conduct inventory losses, etc. However, if we are particularly instructed by the landlord to carry this out, this may be arranged. Charges regarding the inventory or condition report will be liable to be paid by the landlord.

10.4 Deposit - Before the tenancy commences, you will be questioned on whether you would like to hold the deposit or if you would like us to hold the deposit through a Deposit Protection Scheme, you need to ensure that the deposit is held under the lawful terms of the 'Housing Act 2004'. All our deposits are held by MyDeposits which is a deposit protection scheme.

10.5 If you prefer to protect the deposit on your own, this will be stated within the AST agreement and once the tenant has sent the deposit over to us, we will then transfer it to yourself immediately, this can only be transferred to you once the following conditions have been met;

a) Confirm the deposit protection scheme, in which the deposit will be held.

b) Proof of membership with the said deposit protection scheme

Once the deposit has been sent to you, you will be liable for all losses and expenses relating to the deposit, and we will be reimbursed for any direct or indirect claims that may or may not occur through the tenant which occur form your own failure to abide by with the necessary legal requirements.

10.6 When the tenancy expires, you will be contacted before the tenancy expires and you will be asked;

a) Terminate tenancy when the tenancy expires.

b) Renew the current tenancy agreement.

10.7 Deposits when the tenancy ends, and the tenant moves out.

a) Whenever the deposit is held by APTUS through MyDeposits and the landlord is currently paying for our full management service, we will be liable for any negotiations on the landlord's behalf regarding the deposit.

b) After the tenant moves out and a move-out inspection has been carried out by one of our members of staff, and there are no issues and the property is handed back in the same condition as it was let out, the deposit will be sent back to the tenant in ten working days after the tenants have moved out.

c) Once the tenant has moved out or is in the process of returning back the keys, there will be a move-out inspection carried out to ensure the property is in the same condition as it was let out, if this is not the case, then the tenant will have the opportunity to resolve the maintenance issues. If the tenant does not comply, we will send out our own contractors to provide us with a quote, and the tenant will have the opportunity to pay this amount and we will ensure the work is carried out by our own contractors. If, however, the tenant still does not comply, only then will the amount be deducted from the deposit amount. The tenant will receive the rest of the deposit amount (if applicable) or they will receive an invoice for the rest of the amount due.

10.8 Managing utilities during tenancy – Management for all our utilities are dealt through a third-party company known as Tenant Shop. This company requires both the landlord and tenant, name, address, contact details, etc. Both parties must agree to have their details recorded within this third-party company. The Tenant Shop deals with the following utilities for the property and for each tenant moving in and moving out of the property. The tenant shop deals with the following utilities;

a) Gas supplier (if applicable)

b) Electricity supplier

c) Water Supplier

d) Council Tax

10.9 These are the main utilities that are dealt with via The Tenant Shop, the company will contact the tenant directly once the information has been applied from the agent's side. During this phone call with the tenant, the tenant is provided with the various energy and water suppliers and they are made aware of the cheapest rates, etc. Whichever is most suitable for the tenant, The Tenant Shop will let the tenant know, this will ensure that the tenant is able to easily contact said company and is able to change their property details, update their account or create a new account. In regard to the council tax, Tenant Shop will email the relevant local borough and let them know the tenant has moved into the property, with the move in and move out date, this will update the council tax department to update their records accordingly.

10.10 The Tenant Shop will not use the client's details for any other purpose other than what is stated above. The Tenant Shop will administer the client's information that was provided to them with the stipulations of the Data Protection Act 1998 and comply with any responsibilities as applicable.

11) Rent Services and rent collection within a full management agreement with the landlord.

11.1 Rent collection – the rent will be collected in relation to the management agreement and AST agreement.

11.2 All rental payments will be made through a client account, once the rent is transferred by the tenants it will processed through out client account, where our management fees will be deducted, and the client will be sent the remainder of the rental payment.

11.3 All rent will be paid in arrears

11.4 Annual Rental Statement - You will be sent an annual statement on request with your entire rental statement of the annual year. This rental statement will include the rent amount the tenant has paid, the management charges that were deducted, also within the annual rental statement will include any expenditure such as minor maintenance costs during the month which was quoted by the client before the work is carried out. Once the client is happy with carrying this work out, the maintenance work would be carried out. It is up to the client about whether or not they would like the maintenance work to be deducted from the monthly rent or if they would like to pay the charges separately. If so, the client will be given a separate invoice of the total funds required to carry out the maintenance job on the day of or before the job is to be carried out. However, if you have recently signed a management agreement with APTUS EA LTD and the agreement has started a few months prior to April, you are at full liability to request for a rent statement for the months rent has been paid to yourself for tax purposes, even if this is a two-month statement, etc. The charges for these rental statements are stated in clause 5.1(g).

11.5 Tenant refuses to/does not pay rent – If the tenant does not transfer their rent on time, this will commence our rent arrears. If the rent is more than 2 weeks late, the tenancy agreement may state a late charge, however our average late charge is £75.00 every two weeks the tenant does not pay without letting us know with a reasonable reason, they will incur charges every two weeks on non-payment repeatedly. During the first two weeks of non-payment there will be a few approaches of contact by us, for example, the tenant will be contacted through the contact number they provided, if there is no answer, the tenant will be called with the alternative number they have provided, the tenant will also emailed and if there is still no response, we will send the tenant a warning letter. If after two weeks there is no response from the tenant, the guarantor will be contacted as a last resort before further charges are incurred. If the guarantor cannot aid in paying the rent, the tenant will be served with their first legal notice, Section 21 (FORM 6A), after two months of non-payment of rent. As the tenant has broken the basic regulation of the tenancy agreement, of withholding rent, the first phase of the eviction process will begin, this will occur through the courts. Any court charges or attendance in court, etc. the landlord will be liable for charges, exact figures of charges will be stated in clause 5.1(i).

11.6 If the tenant moves out of the property or the tenant chooses to leave the property before the tenancy is over – If the tenant would like to terminate the tenancy before the tenancy ends, and there is no break clause in place within the AST agreement, then the tenant will have to give the average one or two-months' notice to leave the property early. The landlord will be contacted that the tenant has requested early release of the premises, depending on what the landlord will disclose will vary on how we will choose to proceed. If the landlord is happy for the tenant to move out of the property, we will start to re-market the property and begin viewings of the property as soon as possible, the current tenants will be accountable for all the bills and the rent until the new tenancy agreement commences. However, if the landlord is not happy with the tenant moving out of the property, the tenant will be liable to pay the entire rent term of the tenancy agreement, whether this is a 12-month or a 24-month agreement.
They will be liable to pay this amount before they move out of the premises, or they will be served with a notice.

11.7 Serving notices – If there has been a breach of contract, the tenant will be served with a section to evict the premises. The remaining time they have left to reside within the premises is stated within the notice which is posted to each tenant. All sections and housing notices or eviction notices will be handed to the tenant in accordance with the Housing Act 1998.

12) Full management service

12.1 Inventory and home condition report - A check-in and check-out inventory and/or a Home Condition Report will be conducted by one of our members of staff at the beginning and end of each tenancy agreement and new move in, to construed which appliance and furniture is currently within the property whilst the tenant has been residing as well as the overall condition of the property. These reports will justify and provide evidence of exactly how much deposit the tenant is liable to be provided. Before handing over the keys, there will be an inspection of the property to be carried out with one of our management staff and a maintenance worker to ensure which works to be carried out and to provide a quote for each job. This quote total will be deducted from the deposit for the tenant after being approved by the landlord to have works carried out within the property. These inventory and home condition reports are provided upon request of the landlord and may be at an added expense to the landlord.

12.2 Maintenance work and repair – If the tenant calls with an urgent issue, such as boiler repair, no hot water, no heating, etc. As this is an urgent job, one of our qualified contractors, gas engineers or electric engineers will be called out on the day of the job requested. All repairs under £100.00 will not be consulted by landlord but will be stated in an invoice at the end of the month. Any jobs over £200.00 will be consulted with the landlord before being carried out, once the landlord accepts the job and is quoted, the work may resume and be carried out. If the landlord rejects this quote, they are welcome to arrange work to be carried out to their own property by their own contractor or engineer and we may arrange this if requested. If the property has insurance set up, or a boiler repair service, etc. The landlord will be permitted to provide us with all the information of said company and grant APTUS EA LTD to speak on their behalf, and we can arrange an appointment as well as access to the premises if and when required.

a) APTUS EA LTD will not be liable for any damages or liabilities towards the property for failing to carry out any jobs if access is not granted, tenant/landlord is not responding, etc.
b) As well as this, APTUS EA LTD will be liable for any damage or compensations if the funds of maintenance or works are not transferred on time or at all.
c) The landlord will be responsible for any maintenance that would need to be carried out during the move-out inventory or during the move-out of the tenant.

12.3 Legal action regarding maintenance – Any legal action taken by the tenant against APTUS EA LTD regarding any maintenance negligence or hazards/maintenance issues within the premises, the landlord will be liable to resolve all maintenance and will be responsible for any legal action regarding maintenance of the property.

12.4 Tenancy breach - If there is any type of breach of tenancy within the duration of the tenancy agreement, the landlord will be contacted as soon as possible. If legal action is required, and the client requires solicitor advise, the client will be liable to pay any

charges when hiring a solicitor. We are able to supply any certification or documents regarding the property and tenancy agreement, but attendance in court will incur further charges.

12.5 Renovations, repairs and refurbishments – If the client requires any refurbishment to be carried out within the property before the tenancy commences or to provide any furniture, etc. the client will be sent a quote for any works and furniture costs and will be charged for total amount of labour and materials. When letting out a property, it is not required to have a furnished property, however if the property is furnished and internally decorated, the rent will differ as deemed acceptable by landlord and agent. Nevertheless, white goods within the kitchen are required, these include a working and clean fridge and freezer (together or separate), a cooker oven and a washing machine. Any other furniture or appliance will be deemed as extra and will be included within the inventory and home condition report.

12.6 Keys – Before each tenancy agreement commence, a set of keys need to be provided to the agent to carry out viewings, to carry out any necessary maintenance jobs and deep cleaning before the tenant moves in, and let contractors carry out inspections to carry out appliance certification if and when is required. If the landlord only has one set of keys, we do ask the tenant to cut more copies and they will be reimbursed, however is the landlord has more copies or can provide the agency with freshly cut copies of each keys, it is preferred. One set of keys stays with the landlord and one set of keys will be released to the tenant and we try and ensure at least two copies of the keys stay with us, in case of an emergency. These emergencies include, if the tenant has misplaced their keys or has left the keys within the property then we can provide the tenant with the spare set of keys, also if the tenant goes abroad and we need to access the property urgently, this will also involve using the keys, etc. To be able to effectively manage the property, a spare set of keys within the agency is required. Ensuring the agency has a copy of the keys is the tenant's responsibility, if the keys are lost or misplaced by tenant and the agents have no spare keys, the tenant will have to pay for a locksmith and locks of the property, the landlord will be aware before this is done, and the keys will be dispersed to the rightful parties as needed.

13) Licence to Occupy and short-term/temporary let agreements.

13.1 If you have been provided with a Licence to Occupy instead of an AST agreement, this means that the agreement is temporary or under 12 months. All tenants are liable for all utility bills including council tax, gas (if applicable), electricity and water costs, will all be charged on the tenants unless stated on licence agreement that these bills will be covered within the rent. Usually, gas and electric bills are included within the rent and council tax will be tenant's liability to put on their name and let the council tax department know to change their address, this is also done via the Tenant Shop. More detail on this is stated within clause 10.7 and onwards.

13.2 Any other bills such as media and telecommunications bills will be liable to be paid by the tenant, regarding these bills, the Tenant Shop will also be liable to contact the tenant and discuss the cheapest options or the more suitable companies for the tenant.

13.3 If at any point of the agreement, there is a breach of contract, the tenant will only have up to one week notice, this depends on the breach of agreement. If there is a big breach and puts the tenant and others at high risk, the tenant will be evicted from the premises immediately. This may also be discussed within the agreement.

13.4 If the tenant chooses to extend the licence agreement for over 12 months, the Licence to Occupy will be rolled into an Assured Shorthold Tenancy agreement, with the condition that there are no rent arrears and no breach of agreement. The tenant may roll into AST on the permission of the client and the agency.

13.5 The property will be inspected whenever felt necessary with a 24-hour notice either over the phone or email. Any violations of this agreement and the tenancy will become void.

13.6 By the end of the agreement, the tenant still does not vacate even when the agreement has been terminated, without any prior consent via the agency, then the tenant will be served with a Section 21 notice.

14) Vetting tenants – Referencing and credit checks.

14.1 Tenants are vetted before the AST agreement term commences through a distinguished and reputable credit and referencing agency to perform a tenant reference check and credit check if required. The tenants with a Licence to Occupy are not vetted unless the landlord has requested the vetting to take place, this is only done for a fully managed management with an AST agreement.

14.2 This vetting process will include a full credit and reference check,

a) All of the tenant's credit history
b) Any previous names the tenant may have had and all prior addresses the tenant has resided.
c) Ensure the bank details provided are correct.
d) Any financial sanctions the tenant may have had previously.
e) A full employment history, their employer will also be contacted through this company to ensure their contract is long term and they are able to financially support themselves and ensure that the rent is paid on time for the duration of the tenancy agreement. The employer will also be requested to inform the company of the tenant's annual income.
f) Any previous or current landlords or estate agencies

14.3 APTUS EA LTD will not be liable for the accuracy of these reference checks and will not be responsible for any losses resulting from non-disclosure of information from the referencing agents or tenant.

14.4 Once the reference check is successful and the certification shows that there are no issues or disputes that may follow, the agency will process further with the application of the tenant and continue with the agreement on the landlord's behalf. If the certification comes back and shows anomalies within the credit history and the tenant has not been successful, the landlord will be made aware and will be given the option to continue with the same tenant or cancel the application. If the landlord were to continue with their freewill, the landlord will be asked to provide signed confirmation of proceeding ahead with the tenancy and having no issues with the tenant even if the agency has stated all the risks included with this specific tenant.

14.5 Tenants provided through the local authority and social housing – if the tenant has been provided to the agent through a local borough or social housing department, the tenant would have been vetted prior to the transfer and will not be vetted or reference checked or credit checked, etc. Any issues with this tenant need to be made to the local authority or local borough that provided the tenant initially.

15) Lawful requirements

15.1 Leaseholders – all leaseholder who are letting us manage their property must provide evidence of permission given by the freeholder or the head of the lease that the property can be managed and let through APTUS EA LTD. We would also require the duration period of how long you are the leaseholder and when this will expire, as well as contacting us with evidence provided when this is extended, etc.

15.2 Mortgaged property – If the property is being mortgaged, we will require written consent from the mortgage provider or the charge holder that you have been authorised to let this property through an agent. This will need to be written consent and may be emailed.

15.3 Landlord and Tenant Act 1985 (Section 11) – The landlord is liable to keep property maintained financially and is liable for the exterior and interior aspects of the premises including damp, the pipes, drains and guttering, sanitary appliances, installations of water, heating and supply of gas, electricity and water to be repaired when needed, this may be through the agency or by privately hired contractors, however, these main appliances of the property should be maintained by the landlord. If any issues arise during the tenancy, the landlord will be made aware, but these issues should be resolved before the property is let or given to the agency to manage. Unless any of these issues are asked to be resolved directly by the landlord before the tenancy commences, or the property is asked to have major renovations and internal decoration within the property which has been made aware to the agency and quotes have been provided.

15.4 Property licensing – The client will be authorised to ensure all licences initiated through the local authority licensing scheme for all To Let rental properties are updated and applied for with the local housing authority on their own liability. This includes;

a) Selective Licencing (All privately rented property covering certain areas)
b) Mandatory Houses in Multiple Occupancy licences (5 or more occupants)
c) Additional licensing (all HMOs not within mandatory scheme.

15.5 If the landlord would like APTUS to carry out their relevant licensing for their properties, this will be charged depending on the type of licence and the landlord will also be liable to pay 100% of the fees charged by the council. Further costs may incur depending on the status of the gas certificates and whether the property has a floor plan, etc.

16) Gas Safety Certification

16.1 In accordance with the Gas Safety Regulations 1998, the landlord is liable to make sure the gas safety of the property is in good workable condition and that there is a Gas Safety Certificate provided to confirm this before the tenancy has begun. The landlord must provide an original copy of the certificate to the agent which will be provided to the tenant once they have signed the tenancy agreement.

16.2 All gas appliances must be in good working order before the property has been rented. To ensure the gas within the property is running efficiently, it is essential that the landlord complies and ensures that the gas safety certificate is renewed each year for the duration of the tenancy. If the property is provided to the agent without a valid or expired gas safety certification or no certification at all, you will be liable to have this carried out by a Gas Safe registered and qualified gas safe engineer. You will be asked if you would like to have the agency to carry out a gas safe certificate through our qualified and registered gas safe engineers and contractors who work through APTUS EA LTD.

16.3 Extra charges may apply, and service charges may be added if you arrange to have APTUS EA LTD carry out the Gas Safety Certificate for your property. An inspection will be carried out and you may receive a quote if there are any issues with any of the gas appliances within the property that have not passed and have been successful which may have resulted in the certificate to fail. You will be advised of this if this does occur.

17) Furniture

17.1 All furniture that is provided at the start of the tenancy by the client can be used by the tenant, if the furniture or appliance breaks or stops working, it will be the tenant responsibility to arrange a new appliance, the landlord or the agency is not liable to replace or provide finds to fix the item. Unless the landlord would like to replace the item, this will be the tenant's responsibility. All appliances and furniture except the boiler, over/cooker/extractor fan and fridge freezer. If it is found that the tenant has been liable for causing any damage to these items, this will be charged to the tenant.

17.2 All appliances need to be looked after by the tenant for the entire duration of the tenancy. If there are any issues with appliances such as the boiler, over/cooker/extractor fan and fridge freezer, the agency may be contacted and the landlord will be made aware of this, it is up to the landlord on how they would like to proceed, if they are willing to replace the item or arrange funds for the agency to amend the issue or hire their own private contractors for the maintenance job.

17.3 As these appliances are necessary and once, they stop working or have any issues, it will become an urgent maintenance job in which needs to be resolved as soon as possible.

17.4 All furniture and appliances will be stated on the inventory report and home conditions report, if the tenant would like to replace or change their furnishings, they need to seek permission from the agency, the agency will ensure the landlord has been consented before any removal or replacement of any furnishings or white goods.

18) Alarms – Smoke alarms and Carbon Monoxide alarms

18.1 Confirmation that the client agrees that their property includes government recommended smoke alarms with a battery back-up.

18.2 It is client (landlord/property owner) obligation to ensure all alarms within the property are in working order and have been tested. It is unlawful to neglect this clause.

18.3 Legally, all properties must include smoke and/or carbon monoxide alarms that are in complete working order, this is a legal requirement and must be done before you provide APTUS EA LTD with your property to manage or to let out.

18.4 Each storey of the premises contains at least one working smoke alarm, if this has not been done, this will need to be installed before the tenancy starts.

18.5 If the inventory report or home condition inspection before the tenancy commences is not done through the agency, and is conducted privately, either through the local council or a privately hired inventory inspector, etc, then the smoke alarms will be liable to be done by the client.

19) Electric Safety Certificate

19.1 Ensure that all electronics within the property are completely functioning. Each electric appliance is compliant with the Electrical Equipment (Safety) Regulations 1994.

19.2 A qualified electrician should carry out a complete Electrical Safety Check before the tenancy initiates and carry out an Electrical Safety Certificate, as well as regularly renew the certificate every five years or whichever time period the certification states.

19.3 If there is no Electrical Safety Certificate carried out or the certificate expires before or after the tenancy starts, APTUS EA LTD can carry out the certificate with qualified electricians. To ensure this is done, the client agrees to reimburse for the electric safety certificate plus any extra service charges that may occur, this will be given to you in an invoice form.

19.4 You will be given the choice to have this amount deducted from your property rent or be given an invoice separately.

20) Energy Performance Certificate (EPC)

20.1 You will be responsible for ensuring the property has an EPC which is still valid.

20.2 Also ensure that the EPC is on the EPC Register, the Energy Performance of Buildings Register on the GOV.UK website. As well as this, it is preferable that the energy rating should be over the letter D.

20.3 If the EPC has been expired or is not on the register, it is the landlord's responsibility to ensure that this certificate has been carried out before the property has been marketed online. If the landlord would like a qualified EPC engineer to carry out the certificate through APTUS EA LTD, the landlord will be charged for the cost of the certificate and inspection within the property.

20.4 All certification such as electric safety certificate, gas safety certificate and Energy Performance Certificate (EPC) must be renewed by the landlord. Landlord is liable for renewing costs whether APTUS EA LTD carry out work with our own qualified engineers or landlord carries this out privately. EPC should be renewed every 10 years; electric safety certificates should be renewed on average every 5 years and gas safety certificates must be renewed each year.

20.5 Service charge may be added.

21) Appliance or white goods instruction manuals

21.1 If the landlord has any instruction manuals for any of the appliances within the property before the tenancy commences, they will be liable to provide them to the agent which will be given to the tenant in the introduction pack which is provided to the tenant when the AST agreement is signed along with the rest of the certifications and other documentation.

22) Data Protection

22.1 Your data and personal information that is catalogued within our files and our systems are all under the Data Protection Ace 2018 and the General Data Protection Regulation 2016.

The personal data you provide as the landlord to APTUS EA LTD, you agree for us to use your information as listed below.

a) Where the landlord and/or tenant and occupier agree for intended use.
b) Process payment for our service
c) To supply service and enforce our rights under the contract.
d) To develop and target our services for the client or potential customers.
e) You agree that we will only provide personal information about you, the tenant or occupier to third parties.
1) Where necessary in order to fulfill our obligations and our rights as the managing agents and to fully manage your property the best we deem possible under this contract.
2) When and where the law requires us to
3) Third party companies such as the Tenant Shop whereby the tenant may receive further assistance with bills that are not included within the rent such as water, gas, electricity and council tax, as well as other media bills that the Tenant Shop covers.

23) Complaints

23.1 If you have a complaint against APTUS EA LTD or one of our staff, etc. There is a complaints procedure set in place to ensure you have the best service possible and any complaints and issues that you may have are resolved as quickly and efficiently as possible.

a) Should any issues occur with the negotiator, please ensure you first and foremost place a call in the office and ask to speak to the manager, once the manager knows the issue and you are still not happy or satisfied, please email a written complaint to our general email address and a senior member of management should respond as soon as they can.
b) If you are still dissatisfied and the issue is still unresolved, you are within your full rights to refer the issue to PRS.

24) Your legal rights as a consumer

24.1 The Consumer Rights Act 2015

a) You are able to ask us to repeat or amend a service carried out which was not carried out reasonably or we cannot fix the issue, you are in your rights to ask for your money back.
b) If there is not a price amount that was agreed before the service was carried out, the consumer must be asked to pay a reasonable amount.
c) If the time is not agreed of when a service will be carried out, the service/maintenance job must be carried out in a reasonable amount of time.

25) Bribery and Corrupt practices

25.1 This is a confirmation that APTUS EA LTD will not be subject bribery or shall not be committing any corrupt practices under the Bribery Act 2010.

26) Notice and rights to cancel our services.

26.1 The consumer/client has a right to cancel this agreement within 7 days of provided a reasonable justification has been provided and the staff agree. If the contract has started for over 7 days, all fees are due to the agency for the duration of the tenancy agreement.

26.2 To be able to exercise your full rights to cancel the contract, you must either write a letter to explain the reason for cancelling and give the correct amount of notice as stated on your management agreement or tenancy agreement, or email on our general email address or post.

26.3 You must ensure that you meet the cancellation deadline before the cancellation deadline period has concluded.

Landlord Full Name:

_____

Property address:

_____

_____

_____

Signed: _____

Date: _____