Agency Agreement

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Registered in England & Wales - Company No.11091894

Welcome To RENTL by JGLA LTD

James Lindsey, the Director of RENTL by JGLA LTD, has over two decades of comprehensive experience of the property industry, is a landlord himself and a Chartered Surveyor, regulated by Royal Institute of Chartered Surveyors (RICS).

James' philosophy is that "*Renting can only be successful by providing good homes/properties and a good service which results in longer term tenants and greater returns*".

RENTL by JGLA LTD provides a first class, private, reliable service to private landlords, and transparent pricing with no add-ons or extras.

Compliance

As a landlord you have a duty of care to anyone who rents your property. RENTL by JGLA LTD supports landlords in all compliance requirements, and is a member of the Property Redress Scheme (PRS).

Tenancy deposits must be protected, by law. RENTL by JGLA LTD uses **The Deposit Protection Service (DPS)** to comply with this requirement.

Terms of business

This Agreement is made between the Landlord of the property as named at the end of this agreement ('the Landlord') and RENTL by JGLA LTD acting as agent for the Landlord and hereinafter referred to as 'the Agent'.

Agent's Responsibilities

As soon as the Landlord has instructed the Agent, upon signing this agreement, the Agent will;

1 Provide a rental valuation of the property and offer advice as required and;

1.1 Market and advertise the property in such a way as the Agent considers fit in order to find a suitable tenant.

1.2 The Agent shall interview and select prospective tenants. This will also include;

1.2.1 The Agent will use an independent referencing company to clarify the tenants are suitable to rent to and meet the required standards.

1.2.2 The Agent will seek the Landlords approval before agreeing to let the property to a potential tenant; unless advised otherwise.

1.3 The Agent will collect and retain within the deposit protection scheme, the full amount of the tenant's security deposit equivalent to approximately **five** weeks rent, which will be held by the Agent's nominated scheme, in accordance with tenancy deposit legislation.

1.4 The Agent will deduct their management fee and any other agreed fees from the monthly rent, the remainder will be remitted to the Landlord's nominated bank account within 3 working days, via BACS payment only.

1.5 On signing this agreement, the Landlord authorises the Agent to take reasonable action as is necessary to pursue rent arrears and where appropriate to instruct a solicitor to institute legal proceedings in the Landlord's name if a tenant is in breach of the tenancy agreement. The Landlord agrees to pay all the costs occurring from such proceedings.

1.6 The Agent will prepare a tenancy agreement and specified notices in accordance with the relevant Housing Act(s) and/or other legislation, subject to payment to the Agent from the Landlord of the relevant fees detailed in this agreement.

1.7 The Agent will prepare a detailed Inventory and Schedule of Condition of the property, prior to the commencement of the tenancy.

1.8 The Agent will advise on the transfer of utility service accounts and notify the relevant authorities of any change in occupancy, providing meter readings where applicable and possible.

1.9 The Agent will check the tenant out of the property on termination of the tenancy and assess the overall condition of the property with reference to the Inventory and Schedule of Condition.

1.10 On termination of the tenancy the Agent will advertise and re-let the property at an appropriate market rental, unless otherwise instructed by the Landlord.

1.11 When instructed by the Landlord, the Agent agrees to serve the required two calendar months' Notice of Termination upon the tenant in accordance with the relevant Housing Act(s) and/or other legislation.

1.12 The Agent will allow fixed term tenancy agreements to become periodic tenancies at the end of the term, and continue to be periodic tenancies, unless otherwise instructed by the Landlord.

1.13 The Agent will, where necessary, organise any minor repairs, maintenance or replacements to the property and/or contents up to the value of £200. These works will be invoiced to the landlord and payment shall be made within 7 days, directly to the contractor, RENTL by JGLA LTD or JGLA LTD, whomever the invoice shall arise from.

1.13.1 Where more serious repairs are needed and/or insurance work, the Agent will contact the Landlord for approval or instructions in regard to the work to be carried out and;

1.13.2 In case of emergency the Agent reserves the right to carry out any repair without prior approval.

1.14 The Agent will advise on and ensure compliance with the current Gas Safety regulations and Electrical regulations with regard to the inspection, maintenance, and keeping of records in respect of gas appliances and electrical installations in tenanted premises, the Landlord being responsible for all costs involved.

1.15 The Agent can deal with any necessary insurance claim or refurbishments on the Landlord's behalf at a charge equivalent to 10% of the value claimed.

1.16 The agent will visit the property and complete an interim inspection of the property at least once every six months. The Agent will provide reports detailing the general condition of the property.

1.17 If there is any damage to the property at the end of the tenancy the Agent will obtain quotes and instruct works to be completed in accordance with the tenancy deposit legislation. The Agent will handle any deposit disputes and claims against the deposit on the Landlords behalf; however, the Agent will not be responsible for the outcome of any decisions made by the deposit dispute resolution process and the Landlord will indemnify the Agent against any costs arising from the resulting dispute resolution process and decisions made.

Landlord's Responsibilities

2.1 The Landlord confirms by the signing of this agreement that they are the sole or joint owner of the property. If the Landlord is a joint owner, the Landlord confirms they have all necessary consents from any other joint owner to instruct the Agent.

2.2 If a mortgage exists on the property, the Landlord must obtain the lender's consent to let.

2.3 If the Landlord is a leaseholder the terms of the lease must be checked and any necessary consent obtained to let.

2.4 The Landlord must ensure that adequate cover exists under both building and contents insurance and must inform the insurers that the property is to be let.

2.5 Before commencement of the tenancy the Landlord must arrange for a GAS SAFE registered installer to carry out the annual Landlord's Gas Safety Check (if applicable) and will provide the Agent with the appropriate safety certificate for all gas appliances in the property within 14 days of the check being carried out and;

2.5.1 The Landlord will ensure that all such gas appliances are thereafter checked annually by a GAS SAFE registered installer and certificates supplied to the Agent within 14 days of the check being carried out (if applicable).

2.5.2 The Landlord agrees that failure to supply the relevant Gas Safety Check certificate 5 days prior to the commencement of the first tenancy or the expiry of the previous certificate will authorise the Agent to obtain this certificate, the Landlord being responsible for all costs involved (if applicable).

2.6 The Landlord will ensure compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to minimum fire resistance standards of specified items supplied in the course of letting property, the Landlord being responsible for all costs involved (if applicable).

2.6.1 In accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, the Landlord agrees to provide at least one working smoke alarm on each level of the property on which there is a room used wholly or partly as living accommodation and a carbon monoxide alarm in any room of the property which contains a solid fuel burning combustion appliance or gas boiler. If these items are not present or in working order at the time of the Inventory and Schedule of Condition of the property the Landlord agrees that the Agent can instruct a contractor to install the required alarms, the Landlord being responsible for all costs involved.

2.7 The Landlord will ensure compliance with the current electrical equipment safety regulations and other relevant legislation with regard to the condition and safety of electrical systems, equipment and appliances in tenanted premises, the Landlord being responsible for all costs involved.

2.7.1 The Electrical Safety Standards in The Private Rental Sector (England) Regulations 2020 require that national standards for electricity are met and to ensure the electrical installations in rented properties are inspected and tested by a qualified and competent person at least every 5 years, the Landlord being responsible for all costs involved.

2.8 The law requires property owners to commission and provide an EPC (Energy Performance Certificate). The Agent is also required to be satisfied and have tangible evidence that an EPC has been ordered before marketing begins and which marketing must cease if an EPC has not been provided within 7 days. An EPC must be provided to the Tenant at the start of the Tenancy Agreement. If not, a valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served. The Landlord authorises the Agent to obtain this certificate, the Landlord being responsible for all costs involved.

2.9 The Landlord will ensure prior to commencement of the tenancy the property is in a clean condition and good decorative order, or permit the Agent to instruct contractors to perform any cleaning, maintenance or refurbishment that the Agent see fit, the Landlord being responsible for all costs involved.

2.10 The Landlord will provide the Agent with **three** sets of keys to the property before the start of the tenancy. Should three sets of keys not be provided, the Landlord permits the Agent to have additional copies of keys made, the Landlord being responsible for all costs involved.

2.11 The Landlord agrees to pay the Agent's fees in accordance with costs stated on the instruction form of this agreement.

2.12 The Landlord agrees to pay any outstanding utility charges and local council tax covering any period when the property is unoccupied.

2.13 Where applicable the Landlord agrees to have all chimneys swept before the commencement of the tenancy.

2.14 The Landlord agrees at their discretion to permit the tenant to fix pictures or any other wall hangings to the walls of the property provided that picture hooks are used and not sellotape, blu-tack, nails or screws.

2.15 The Landlord will give notice in writing to the Agent of the Landlord's intention to repossess the property. This notice must be given in sufficient time for the correct termination notices to be served on the tenant.

2.16 The Landlord agrees to indemnify the Agent against any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties.

2.17 The Landlord undertakes to inform the Agent of any discrepancies with the management of the property within 14 days of resuming responsibility at the end of the management of the property.

2.18 The Landlord agrees to inform the Agent of the fact or intention that the Landlord will be living abroad for more than 6 months during the tenancy and will ensure compliance with the Tax Management Act 1970 (Overseas Clients).

2.19 The Landlord is required to notify the Agent in writing of any change in residential status as regards to clause 2.18 above.

2.20 The Landlord remains responsible for the supervision of the property whilst unoccupied although the Agent reserves the right to arrange visits by staff in the process of re- letting. The Landlord will remain responsible for ensuring suitable protection for water systems from frost or cold weather damage. The Landlord should therefore ensure that such risks are covered by insurance and that adequate arrangements are made with a third party to protect against such an event.

2.21 The Landlord agrees to inform the Agent in writing of any change to his/her contact details.

2.22 The Landlord agrees to inform the Agent of any periods of absence or holiday and to provide emergency contact details that can be used by the Agent if necessary. The Landlord will notify the Agent in writing of any change to the emergency contact details that are to be kept on the Agent's records.

General Terms

3.1 The fees as set out in this Agreement may be varied, any variations to the fees set out in this agreement will be provided in writing to the parties of this contract.

3.2 Rental payments will be received by the Agent and all appropriate fees and expenses will be deducted before being remitted the remaining balance to the Landlord. The Agent will remit all balances to the Landlord within 3 working days of funds being received, and cleared, from the occupying tenant and the applicable deductions have been made.

3.3 The Agent has the authority to sign the tenancy agreement and legal notices, on behalf of the Landlord.

3.4 Expenditure incurred by the Agent in respect of maintenance and management of the property, up to the value of £200, will be arranged by the Agent and invoiced to the Landlord. Payment shall be made within 7 days, directly to the contractor or RENTL by JGLA LTD or JGLA LTD, whomever the invoice shall arise from. If the value of required works exceeds £200, a quotation will be obtained and the Landlord's approval will be sought before instruction.

3.5 Unless otherwise instructed by the Landlord, the Agent is permitted to erect a 'to let' board signifying that the property is available for letting.

3.6 On termination of the final tenancy and vacation by the tenant, responsibility for the property will revert to the Landlord, including the liability of council tax and all utilities.

3.7 Either party may terminate this agreement on the vacation of a tenant or on the occasion of a material breach of any condition of this agreement during a tenancy or by way of three months' notice, such notice to be in writing in each case.

3.8 Where appropriate, the Agent reserves the right to assign the rights and/or obligations of the Agent under this Agreement.

Fees & Commissions

The Landlord agrees to pay to the Agent the following fees and commissions based on the service level selected:

Full Management:

SERVICE	FEE
Tenancy/Management Set Up Fee	**£250.00** (inclusive of all applicable taxes)
Monthly Management Fee	**10%** (inclusive of all applicable taxes)
Tenancy Renewal Fee	**£50.00** (inclusive of all applicable taxes)

Including:

- Rental valuation.
- Upgrade/refurbishment advice.
- Compliance check.
- HHSRS checks.
- Marketing materials (photography and virtual tour/video).
- Local and national advertising.
- Pre-vetting of potential viewers/applicants.
- In person viewings.
- Thorough tenant referencing.
- Guarantor screening (if required).
- Tenant Right To Rent checks.
- Legal and compliant tenancy agreement.
- Deposit collection, protection and management.
- Deposit and prescribed information securely delivered.
- Full digital inventory.
- In person check in.
- Regular property inspections.
- Tenant issue and communication management.
- Access to trusted contractor network.
- Maintenance management.
- Rent collection a remittance.
- Client portal access.
- Monthly and annual digital statements.
- Tenancy closure.
- Deposit dispute management (if required).

Additional fees:

SERVICE	FEE
Professional hourly rate	**£30.00** per hour (inclusive of all applicable taxes)
Additional tenant or guarantor referencing	**£40.00** per tenant (inclusive of all applicable taxes)
Duplicate Statements	**FREE**
Court attendance fee	**£250.00** per day (inclusive of all applicable taxes)

Instructing RENTL By JGLA LTD

To instruct RENTL by JGLA LTD to market and manage your property, please provide the following documentation in order to proceed:

- Completed Instruction form from the last page of this Terms of Business document, fully completed and signed by the owner(s) of the property.
- Proof of ownership e.g. a copy of a completion statement, land registry document, service charge bill or recent mortgage statement.
- Photographic identification – copy of the Landlords passport or driving license.
- Keys – in order to conduct viewings and manage your property, we will require a full set of keys for access.

As soon as we are in receipt of the above, you can be confident that RENTL by JGLA LTD will work hard to find you suitable tenants and to maintain a smooth tenancy.

Proof of ownership:

For the satisfaction of our compliance officer, and under the requirement of this agreement, RENTL By JGLA LTD require the following compliance documents before we can advertise your property:

Identification:

- Copy of your passport.

Or

- Copy of your driving license.

Proof of ownership:

- Copy of the land registry title deed.

Or

- Copy of the completion statement from your conveyancing solicitor.

Proof of Address:

- Copy of recent utility bill or credit card statement dated in the last 3 months.
- Copy of your driving license (if not used in the identification section).

Instruction Form

Rental property address(s) (inc postcode(s)):	
Property 1	
Property 2	
Property 3	
Property 4	

These documents are required by law. Copies of the Energy Performance Certificate and Gas Safety Certificate must be sent with this Instruction or the Landlord therefore accepts that RENTL by JGLA LTD will carry out these requirements and the Landlord subsequently accepts the liability for any fees incurred.

Landlord / Owner:			
Full name:			
Company name:		Company number:	
Home Address:			
City:		Postcode:	
Email Address:		Tel. No:	
Overseas landlord?	YES ☐ NO ☐		

Bank account details:			
Name & address of Bank:			
Account name:			
Account No:		Sort code:	

I confirm that we have received the Agent's Terms of Business and I have fully read and understood the Agreement and wish the Agent to act on my behalf. I also confirm that I am the sole/joint owner of the property detailed above and have all appropriate permissions to instruct the Agent.

Landlord / Owner:	Signature:	
	Full Name:	
	Date of signing:	

On behalf of RENTL by JGLA LTD:	Signature:	
	Full Name:	
	Date of signing:	

Special Terms Agreed:

Your Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, RENTL By JGLA LTD, 1 Crawford Close, Liverpool, L12 4YU, 07518630928, office@rentl.properties, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If a reimbursement is due, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

If a reimbursement is due, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contact, in comparison with the full coverage of the contract.

Model Cancellation Form

To: RENTL By JGLA LTD, 1 Crawford Close, Liverpool, L12 4YU, 07518630928, office@jgla.co.uk

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

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

Name of consumer(s),

Address of consumer(s),

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

Date
[*] delete as appropriate.