

This document sets out the main areas of our standard contracts with our landlords. Which can be tailored to meet your individual and property needs.

As a summary this document includes:

1. RICS and legal compliance
2. Summary of our services - what services we will provide to you, who will oversee the letting service of your Property, our agreed terms, fee structure and any additional services
3. Letting Regulation and requirements
4. Fees and terms

If there is anything not included within this document that you would like to know more about, please do not hesitate to contact us to discuss.

1. Regulatory Requirements

As a firm of chartered surveyors, we are governed by the RICS (Royal Institution of Chartered Surveyors) Berrys comply with the following regulatory requirements:

- General Data Protection Regulation (or any successor legislation)
- The Consumer Protection from Unfair Trading Regulations 2008 (CPRs)
- Business Protection from Misleading Marketing Regulations 2008
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Energy Act 2011 (Green Deal)
- Landlord and Tenant Act 1985
- Housing Act 1988, 2004
- Competition Act 1998
- Immigration Act 2014
- Consumer Rights Act 2015, Deregulation Act 2015
- Homes (Fitness for Human Habitation) Act 2018
- Tenant Fees Act 2019 and all other current and relevant primary and secondary legislation and any local licensing obligations
- Berrys is a member of The Property Ombudsman service
- RICS Private Rented Sector Code of Practice 2015

2. Summary of letting services

Our letting services are as follows:

Please note that any services or works carried out by third parties will be charged in addition to our letting and management fee.

1. Inspect the Property, provide a market appraisal and an assessment of the market rent.
2. Advice on preparing the Property to let including any outstanding compliance issues and any works that may be required, including, but not limited to: Energy Performance Certificate (EPC), Gas Safety Inspection, boiler service, Electrical Safety Inspection, compliance with the Carbon Monoxide and Smoke Detector Regulations. A Legionnaires test can be arranged if required. *Many of those listed will be undertaken by a third party and charged for in addition to our fee.*
3. Prepare information regarding the Property to include internal and external photographs.
4. Advertise on online portals such as Berrys website and Rightmove.
5. Organise the production and erection of a marketing 'to let' board by a third party, if requested. *Carried out by a third party and charged for in addition to our fee.*
6. Take enquiries and appraise all prospective applicants.
7. Arrange and carry out accompanied viewings of the property.
8. Provide feedback from viewings and report any rental offers.
9. Arrange full tenant referencing using an independent company to carry out a credit check, including employer and landlord references. Standard level included for one tenancy (this will include more than one check and references if there are joint tenants). If for whatever reason, the originally approved tenant(s) do not complete an agreement, an additional fee for referencing a second tenancy will be chargeable. *If you require an 'enhanced check', this is charged for in addition to our fee.*
10. Arrange tenant 'Right to Rent' checks, in line with Government guidance.
11. Prepare and issue tenants with prescribed information for signature prior to the commencement of the tenancy.
12. Prepare, issue and complete an Assured Shorthold Tenancy.
13. Collect the first month's rent and deposit. Securely placing the Deposit with Deposit Protection Scheme.
14. Organise a full photographic inventory and record of condition which *is undertaken by a third party and charged for in addition to our fee.*

15. Accompany tenant move in, key hand over, utility readings and testing of smoke and carbon monoxide detectors.

Any service not listed previously can be provided at additional costs which will be agreed with you in advance and invoiced accordingly.

3. Letting Regulations and Requirements

Building Regulations

Berrys requires all properties that they are instructed to let to be fully compliant with Building Regulations. We will not undertake any research into the planning status, or Building Regulation status of your Property. It is your responsibility to make Berrys aware of any potential issues prior to instruction. On signing this document you are confirming that your Property is fully compliant. If this is not the case, please let us know immediately.

Energy Performance Certificate (EPC)

Before marketing can commence and the Property legally let an EPC must be available, with a minimum EPC rating of E. The Agent and the Client will agree separately as to how the EPC is to be provided. The cost of an EPC remains the liability of the Client and this is not included in Berrys fee. An EPC is valid for 10 years.

Landlords Gas Safety Certificate

Before marketing can commence a satisfactory Landlord's Gas Safety Certificate (LLGS) must be obtained under The Gas Safety (Installation and Use) Regulations 1998. A gas safety inspection is valid for 1 year and must be renewed annually. The cost of the LLGS remains the liability of the Client and is a third party cost that will be charged in addition to the Berrys letting and management fee.

Landlords Electrical Safety Inspections (EICR)

Before marketing can commence a satisfactory NICEIC Certificate of Electrical Safety must be obtained under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. We will agree separately as to how these certificates will be provided. The cost of the NICEIC Safety inspection remains the liability of the Client and is a third party cost that will be charged in addition to the Berrys letting and management fee. An electrical certificate is valid for 5 years.

Smoke Detectors and Carbon Monoxide Detectors

Under The Smoke and Carbon Monoxide Alarm (England) Regulations there must be at least one smoke detector on each floor of the Property CO alarms must be present in each room with a solid fuel burning device (e.g. open fire, coal fired Aga).

In addition, our policy requires that a CO alarm must be installed in any room that has a gas appliance. The Private Rented Sector Code of Conduct supports this requirement consequently, all properties managed by Berrys will have appropriate alarms fitted where there are gas or solid fuel appliances.

Legionella Test

We would recommend that a Legionnaires test is undertaken prior to the commencement of a new letting. This can be arranged at an additional charge.

Prescribed Information

We will issue the tenant with the required information as set out by Government guidance to include, Deposit terms and conditions, The 'How to Rent' Guide, EPC, Gas Safety Certificate, Electrical Safety Certificate.

Right to Rent checks

We are required to include all adults over the age of 18 residing in the Property to be named as Tenants. Private landlords are legally required to check the immigration status of all tenants who will be living in the rented Property under the Immigration Act 2014. We will undertake this check as part of our lettings process by obtaining the necessary identification documents.

Deposit

We will collect a Deposit of up to 5 weeks rent from the prospective tenants and register and allocate the funds within our DPS (Deposit Protection Scheme) account under The Housing (Tenancy Deposit Schemes) Order 2007 and provide a copy of the DPS certificate to the tenant.

Insurance

You are required to take out Landlords building insurance on your Property. We recommend that you make sure your insurers are aware that the property is let and also recommend that you have loss of rent cover and suitable alternative accommodation cover for the tenant if there is an event. The tenant should take out tenant's contents insurance, but they are not obligated to do so, and we do not request a copy of the insurance.

Client Money

Berrys are members of the RICS Client Money Protection Scheme under the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2018. This is a requirement for all surveying services, residential agency firms and residential lettings and Property management in England holding Client money from 1st April 2019.

Access to Premises

If Berrys hold the keys to the Property, we will accompany all viewings, unless otherwise agreed in writing. If the Property is occupied, Berrys will agree viewing arrangements with the occupier in advance. Two sets of keys will be required to hand over to the tenants on the move in day. We can have additional keys cut for you by a third party at an additional charge.

Berrys may release the keys to complete maintenance and legal inspections i.e. gas safety tests etc. if required. Please advise Berrys immediately if this is NOT acceptable.

Health and Safety

You must inform us of any health and safety requirements that need to be adhered to in advance. If the Property is vacant then you must inform Berrys of any known risks or dangers that may exist at the Property.

Restrictions/requests

If you have any specific requirements relating to the letting of the Property, please notify us as soon as possible. For example, if you do not wish your Property to be occupied by tenants with pets, we will ensure that is made clear to prospective tenants from the outset.

Marketing material

If requested Berrys will erect a 'to Let' board at the Property to assist in the marketing. Boards are charged as an additional cost as they are created and erected by a third party. Any such board will comply with the Town and Country Planning (Control of Advertisements) Regulations (England) 2007.

Rental offers

Berrys will promptly report to you by phone or email details of all offers received from potential tenants and any feedback received.

Job Manager

The Job Manager undertaking the letting of your Property will be determined as part of our discussions with you, depending on where you are in the country and who has the most appropriate skill set to meet your individual needs. However, some of the work may be undertaken by other Berrys' partners and/or suitably qualified employees as required from time to time.

4. Summary of management services

Following the successful letting of the Property, our management services for the duration of the tenancy are as follows:

Please note that any services or works carried out by third parties will be charged in addition to our letting and management fee.

1. Collect and distribute rent, we reserve the right to deduct Berrys monthly fee and any third party expenses from the rental income.
2. Berrys will be the first point of contact for the tenant.
3. Generate and distribute rental statements by email (or in hard copy by post if specifically requested).
4. Provide an annual report for taxation purposes, if required.
5. Monitor and review compliance requirements including organisation of renewal by third parties if required. This will include, but is not limited to; EPC, Gas Safety and electrical inspection. Should works be required to improve an EPC rating for legal letting, **this will be charged in addition to the letting and management fee, both the third party costs and monitoring by Berrys.**
6. Annual inspection of the Property.
7. Investigate any works of repair and if necessary, organise third parties to execute those repairs. Any repair costs over *a figure to be agreed with you, usually £300* will be pre-approved by the Client. **Monitoring of major repair works will be at an additional cost to the letting and management fee.**
8. Execute a rent review of the Property if necessary.
9. Monitor the market rental levels in the geographical area of the Property. Advise annually if a rental increase would be viable on the Property.
10. Service of Section 8 or Section 21 Notices where Berrys set up the original agreement.
11. At the end of the tenancy, undertake an outgoing inspection and report any findings to the Client. Collect the keys from the outgoing tenants and take closing meter readings. **A third party may be used for the inspection and charged in addition to the fee.**

The following management services are available at an additional fee, which will be agreed with you in advance, plus any third-party costs plus VAT, and invoiced accordingly:

12. Property visits in addition to the annual inspection.
13. Preparation and implementation of new tenancy agreement with existing tenants.
14. Amendments to the existing tenancy agreement.
15. Representing the Client in a tenancy deposit disputes through the DPS.

16. Organising and monitoring major repair works to the Property. For the avoidance of doubt, a 'major repair' is any works amounting to a total cost of £2,500 (two thousand five hundred pounds) or more.
17. Organising and monitoring works to the Property with the purpose of obtaining a compliant EPC so that the Property is legally lettable.
18. Termination of the tenancy including the service of Section 8 or Section 21 Notices where Berrys did not set up the tenancy agreement.
19. Associated works with regards to the termination of the tenancy agreement beyond those detailed at point 10, including but not limited to, representing you in a dispute with the Deposit Protection Service.
20. Any work in relation to dealing with insurance claims resulting from issues with the property.

Any service not listed previously can be provided at additional costs which will be agreed with you in advance and invoiced accordingly.

5. Fees and terms

Agreement period

This agreement runs for a minimum period of 12 months, commencing on the date that this agreement is signed by you.

Fees and charges

Based on your requirements, Berrys will charge an ongoing fee of 15% of the gross monthly rental income, plus expenses plus VAT which will commence from the second first month of the tenancy agreement. Please note - our management fees are payable even in the event the tenant defaults on the rent.

This fee does not include any third party costs which will be charged in addition to our letting and management fee. These may include, but are not limited to, the following:

1. Marketing expenses for example to let boards
2. Mileage incurred travelling to and from the Property during the letting process.
3. A second round of referencing if first applicants fail referencing, withdraw from the application or if you no longer wish to let to them.
4. An enhanced reference check

These will be charged 'plus VAT', if applicable.

Berrys invoices are due to be paid 21 days from the invoice date.

If you have any queries regarding the invoice, the work provided or if the invoice is disputed you must inform Berrys in writing within 14 days from the invoice date otherwise the full invoice will be payable.

We will require you to sign and enter into a scope of works letter (contract) before we can commence work on your letting.

We will only issue invoices to the Client named in our scope of works letter and a change of Client name will require a new scope of works letter (contract) to be completed and signed.

Termination of agreement

Either party can terminate the agreement by giving at least fourteen days' notice to the other party, in writing or by email only, after the minimum 12 month period has elapsed.

We bring your attention to the Consumer Contracts Regulations 2013 in relation to the statutory 14 day cooling off period. Please see our principal terms of business for further details. If you instruct us to proceed with the work before the end of

the 14-day period, you will be deemed to waive your rights to terminate the contract within the 14-day period.

Terms of Business

The terms upon which we shall be acting for you are contained in the following documents which are attached:

- Berrys Principal Terms of Business

We would ask that you read these documents carefully. They contain important information, set out what you have asked us to do and our respective obligations. Where there is a conflict between the terms in this letter and our Principal Terms of Business attached, this letter will prevail. Should you wish to proceed, please sign and return one copy of this letter as your acceptance. Please retain the other documents for your records.

By signing a scope of works letter, you are entering into a legally binding agreement and you will be confirming that you have read and agree to the terms and conditions of the Agreement and Berrys Principal Terms of Business.

You acknowledge and warrant that by appointing Berrys you are contracting on behalf of all owners of the Property.

This offer can be withdrawn at any time.