



BnR Property Services
A complete property management solution

Correspondence Address: 9 Brook Street Wymeswold Leicestershire LE12 6TT
Tel: 01509 767920 Email: lettings@bnrpropertieservices.co.uk

Landlord Terms of Business

BNR Lettings and Sales is a well-established Estate Agent with a dedicated team that specialise in the Letting and Management of residential property.

Why Choose us!

We are not your ordinary Agent, we complete our business at your property to rent after all this is the property we are talking about and showing the tenants, also visiting the property when the tenant has a repairs and maintenance problem to report this back to you.

We have accessible offices, but customers choose to meet us at the property after all this is what we will be discussing. So, we arrange all our appointments at the property itself with the Landlord and Tenant.

We have excellent knowledge of the local property investment market.

A high level of service is key to corporate and professional letting. The success of our business is that we can offer Property owners of quality investment properties a cost-effective service to a high standard.

Presenting your property to Let

Current Legislation

Safety Certificates and Regulations

The following regulations must be adhered to whilst your property is let with BNR Property Services. Once the first certificate is issued to us - if you have the full management service or rent collection service - we will ensure that the renewals are automatically carried out and you are informed of any works required or recommended. Even if we do not provide your full management or collection service, we will still advise you of the expiry date and ensure that we obtain a copy of your new certificates once updated.

The Furniture and Furnishings (fire) (safety) (amendment) Regulations 1993

It is an offence to leave any furniture in let properties which do not comply with the regulations. There are heavy penalties for landlords who do not comply, including six months imprisonment or a £5000.00 fine. The regulations apply to beds, mattresses, scatter cushions, children's furniture, garden furniture, stretch or loose covers, sofas, settees, seat pads, headboards, pillows, futons, and bean bags. To comply the items must be fire resistant and be fitted with a permanent label to this effect. The regulations do not apply to any furniture made before 1950 (although in

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some uncertain cases proof of date of manufacture may have to be shown), sleeping bags, duvets, bed linen, curtains and carpets.

The Gas Safety (installation and use) Regulations 1998

These regulations stipulate that: There should be sufficient supply of air available for the proper combustion of any gas appliance in the property There should be adequate facilities for the removal of products of combustion. There should be adequate ventilation to enable any gas appliance to be used The Landlord must ensure that all gas appliances, fittings and flues are maintained in a safe condition at all times. These checks must be carried out once a year by a gas safe registered Plumber. Records of all checks and works carried out should be kept and a current certificate should always be provided to the tenant. If any appliance does not meet with the regulations it will be disconnected. On the expiry of the certificate the renewal will automatically be ordered by BNR Lettings and Sales unless the Landlord instructs and arranges their own gas safe registered Plumber. A copy of the new certificate will be sent to you, with details of any action taken or works required presented from the gas safe registered Plumber.

It is a legal requirement to have any gas provided to the property tested, this requires service appliances and flues to be tested Annually. Upon being issued with the Gas Safe Certificate from a qualified Gas Safe Engineer this must be provided to the Tenant renting the property.

The Electrical Equipment (safety) Regulations 1994

This regulation means that the Landlord has an obligation to the tenant to ensure that all electrics are safe. Whilst a visible check for frayed wiring and badly fitted plugs can be done easily, we ask that the Landlord has a Fixed Wire Test carried out every five years and a Portable Appliance Test for example anything with a plug fitted carried out every twelve months. All plugs fitted at the property should be of an approved type which is stamped to comply with BS1363 and fitted with an appropriate fuse. This action will reduce any liability the Landlord may have if the Tenant should suffer harm or your Insurance Company ask what preventative measure you have taken if a claim is presented to them.

Building Regulations 1991 and Smoke and Carbon Monoxide Alarm (England) Regulations

When the Building Regulations (1991) came into effect it became a legal requirement for any property (built after June 1992) to have a smoke alarm fitted to each floor.

Additional new legislation was introduced in October 2015 as part of a wider effort to improve fire and Carbon Monoxide safety across the UK.

This now means that every landlord (with some very specific exceptions) now must take precautions to ensure that their tenants are adequately protected. Every rental property will require to have a minimum of a smoke detector fitted to each floor (dependant on the size of the floor) and Carbon Monoxide monitors installed throughout the premises in each room of a solid fuel appliance. The legislation will be enforced by local housing authorities and failure to comply can be costly as fines can be anything up to £5000. With our Managed properties we check these alarms are in working order quarterly and on the expiry of a tenancy.

Energy Performance Certificates

Since October 2008 all properties have been legally required to produce an Energy Performance Certificate. This must be carried out as soon as the property is being marketed, it must be made available to any tenant viewing the property and a copy must be given to all tenants who rent the property. Failure to provide a certificate is a criminal offence and can lead to a fine. An EPC will last for 10 years (subject to certain works being carried out which might make it out of date). Whilst the landlord is not legally obliged to carry out any of the works raised by the EPC there may be some recommendations which could genuinely benefit the property long term and in addition some of the expenditure could be offset against tax. Any properties with the Grade of F and below do not meet the requirements for the property to be available for rent. If your property is below grade E, you must complete rectifying works to bring the property to the standard E or above.

Legionella

Important changes came into effect as of the end of 2014 which means that Landlords are now responsible for the Health & Safety of tenants (and other visitors to their properties) with respect to risk from Legionnaires Disease.

The bacteria which cause the disease are known to exist within hot and cold-water systems such as those found in standard residential properties and their presence becomes more of a concern when they can thrive at temperatures between 20 and 45 degrees. Whilst legionella itself is not 'poisonous' it can be lethal if inhaled within droplets and therefore must be eliminated from any water which could potentially come in contact with people in the form of an aerosol.

It is now mandatory to carry out a basic risk assessment of the water systems within any building which is to be let, and this will include inspection and temperature testing of the cold-water storage tank, the hot water cylinder and all the outlets within the property such as taps, showerheads etc. Whilst there is no legal limit set for the frequency of this assessment and its subsequent review, we recommend it be carried out annually (in addition to an interim update if any changes have been made to the water systems within the property).

With our skills and knowledge, we can offer advice, assistance and even templates for the assessments should you wish to carry them out by yourself.

There are on-going maintenance tasks which will fall to the individual tenants to action and we will be making sure that anyone renting with BNR Lettings and Sales will be aware of their responsibilities.

We can arrange all the above certificates.

Renting Private Landlord Advice

BnR Lettings and Sales use our experience and knowledge to provide first class Renting Private Landlord Advice. Whether this be Private, for Investment or Business Purposes. Please read through our Renting Private Landlords Advice to let your property using our Tenant Finder Services, Let only, Rent Collection Services and Full Property Management Services.

Consent to Let Required

You are fully responsible for gaining written permission to let the property from:

Mortgage Provider

Building and Contents Insurer

Head Lease

You must inform BNR Lettings and Sales if there is a Mortgage held on the property to let. The Mortgagee would usually have power to terminate the let if payments are not maintained and other requirements are not upheld.

Any other parties involved with the property Permission must be obtained from all parties named on the title deeds.

If the Property is Leasehold:

Please refer to your Lease.

- Letting is permitted by the Terms and Conditions of the Lease
- Any Tenancy expiry date is before the termination of the Lease
- Written permission from your Landlord is obtained for sub-letting if necessary

We must be advised of any restrictions any of the above which you to adhere to when letting the property, failure to do this could result in penalties incurred by you as the Landlord.

General Tax

You must inform the Inland Revenue that you are going to let out your property. Any rental income must be declared.

Overseas Landlords

You must contact the Inland Revenue (HMRC) and obtain a NRL8 certificate. Unless this is received by us the Managing Agent, we are legally obliged to withhold a percentage of your rental income against all future tax liabilities. For more tax advice please visit [HMRC](#)

Selling your property whilst tenanted

If you wish to sell the property whilst a tenant is in occupation, the relevant clause will be written into the Tenancy Agreement.

The following is a standard clause used:

The Tenant must allow any professionals into the property for valuation and prospective purchasers during the last two months prior to the end of the tenancy.

We are members of the following registered bodies:



The Property Ombudsman for our Redress Scheme and follow their compliance.

The Property Ombudsman Ltd

**Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP**

01722 333 306

www.tpos.co.uk



Client Money Protect Insurance and follow their compliance. This protects the Rent paid into our Client Account to the Landlord and Tenant.

Our Client Bank Account details are:

**Bank Account Details:
Lloyds Bank PLC
BNR Property Services Limited
Account Number: 38967260
Sort Code: 30-65-85**

Website: www.bnrlettingsandsales.co.uk Email: lettings@bnrpropertyservices.co.uk
Registered Address: 9 Brook Street Wymeswold Leicestershire LE12 6TT Tel: 01509 767920
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Maintenance of property

During the Tenancy under Section 11 of the Housing Act you are responsible for:

The maintenance and repair of the structure and main services

Any appliances left in the property. All repairs should be dealt with promptly.

The Managing Agent reserves the right to act in an appropriate manner if an emergency occurs.

Redirect your mail. This can be done online www.royalmail.com or a form can be obtained at any Royal Mail post office.

Chimneys. All working chimneys must be swept prior to the let and on an Annual Basis ongoing.

Utility Transfer

We will read all meters before the new Tenant moves in. It is your responsibility to: Advise ALL authorities and utility companies of your forwarding address and the final meter readings.

Council Tax

If the property is empty for any period, depending on the furnishings any payment due will be the responsibility of the Owner. For further information on this please contact the Local Council Authority Council Tax Department.

Appliances – The Tenant must be provided with manuals for each appliance left in the property.

Drying facilities - It is a legal requirement for the Landlord to ensure that drying facilities are available, even in the case of an unfurnished property. In its simplest form this can comprise a basic clothes airer or clothesline in the garden.

Any content left in the property will be noted on the Inventory and checked upon property inspections if the Full Management Service is undertaken or this is added as an additional service.

Cleaning

To ensure upon viewings when letting for the first time, we ask the property is clean and presentable. A deep clean of the property including appliances is required and carried out. We hold the evidence and supply this on the inventory asking the tenant to return the property as it was given to them. First impressions last and encourage the Tenant to look after the property. If there is a need to claim for cleaning at the end of the tenancy this can be achieved ready for the new Tenants to move in.

Please [Contact us](#) to arrange this for you.

Garden Maintenance Front and Back

Please ensure the garden has been left to let in a suitable condition, lawns mowed, borders weeded and pathed areas clean. First impressions count on a viewing and tenants will then be asked to keep the garden in a presentable condition.

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This will help to let your property and ensure the garden area and front area of the property is given back from the tenants as it was given to them. If there is a requirement to claim at the end of the Tenancy proof can be awarded to make a claim against the deposit. This will also be noted on the Inventory supplied at the beginning of the Tenancy.

Telephone Line and TV Ariel

To benefit the property in modern day society it is worth ensuring there is a Telephone Line accessible for the tenant and a suitable aerial provided which receives a good signal

Tenancy Agreement

A Tenancy Agreement is a legally binding agreement between a Landlord and Tenant that sets out both the legal, contractual responsibilities and obligations of the two parties. It should be written in plain and intelligible British language. Its terms and clauses should be fair and balanced, considering the respective positions of the parties. Should not mislead about legal rights and responsibilities.

Landlords and Tenants should take care to individually negotiate any terms or conditions that are important to them, relevant to the let or the property.

The most common form of Tenancy Agreement used is an “Assured Shorthold” (AST) under the 1988 Housing Act, amended 1996. This type of tenancy offers the most flexibility to both landlord and tenant; with straightforward notice procedures to bring the Tenancy to an end and an Accelerated Possession court procedure should tenants fail to vacate the property.

If certain specific conditions are met relating to the proposed letting, a “contractual” non-housing act tenancy is created. An example of this would be what is referred to if the annual rent equates to over £25,000 or a Company Let where the tenant is a bona fide registered company. It is rarely known for a prospective tenant to be offered a full “Assured” Tenancy that gives significant and potential long-term security of tenure to a Tenant and a Landlord can only gain possession in very limited circumstances.

BNR Lettings and Sales hopes the Renting Private Landlords Advice Information has been informative and is used as guidance for your letting purposes.

For any further information please do not hesitate to [contact us](#).

Advertising and Promotion

We are always pro-active in the marketing and promotion of your property and our business.

We advertise on all the major property portals, including our own website.

We complete regular networking and keep local companies and relocation agents’ property updates.

Finding and Vetting Suitable Tenants

From the criteria you provide, Tenants are found from advertising and our in-house registration lists.

We use Rentguard Insurance to complete our Reference checks, they complete a full profile check on the Tenant that is applying for your property. We also complete Right to Rent checks within this service to ensure the Tenant can rent property in the UK.

Preparation and serving the Tenancy Agreement

We will have a consultation with you and prepare the necessary Tenancy Agreements. The Tenancy will be an Assured Shorthold Tenancy Agreement unless otherwise stated.

Company Lets

We prepare an appropriate Company Let Agreement.

Assessment of Rent

We will assess the property and advise the level of rent and deposit which would be reasonable to charge. We consider the property size, features, fixtures and fittings. Important facts are the condition of the property and location.

The property must be in good condition to let, thoroughly cleaned and in good repair with all domestic appliances in full working order. A Professional clean will be carried out by BNR Lettings and Sales prior to the first Tenant moving in, if deemed necessary with the charge being put forward to you the Landlord.

All legal requirements must be met and the Team at BNR Lettings and Sales advise you further as required according to the property type and tenure.

Present a good property! Get a good Tenant! Get the best rent possible!

Agent Boards

The Landlord agrees, BNR Lettings and Sales can place advertising boards to let the property and let by boards outside the property. Unless there are restrictions placed under an Agreement i.e. superior Landlord and Lease.

Keys

It is the Landlords responsibility to supply a full set of keys to the property for each Tenant and a Full set of keys to BNR Lettings and Sales to complete viewings and if our Full Management Service has been requested.

Inventory

Once the property is ready for letting and prior to the Tenant moving in with our Let Only, Rent Collection and Full Management Services BNR Lettings and Sales will:

Prepare a full inventory of the schedule and condition of the property, photographic evidence is also taken to compile the report. If the Inventory service is not required, you need to put this in writing or email us not stop the service. Please check our Services and Fee section for charges.

This will contain a full list of the contents with descriptions and their condition, colour, make and model etc. Description of the style of the property including the external decoration and features included in the garden. An Honest and Unbiased report on the schedule of condition which may benefit a deposit claim.

This is a very important comprehensive report, the Tenant will sign to agree before moving into the property, to agree the schedule and condition. Failure to provide a comprehensive Inventory may result in a loss to claim for any remedial work required at the end of the Tenancy.

Whilst we take care preparing the Inventory, giving instructions to the BNR Lettings and Sales team as well as Inventory Clerks, we cannot accept any liability for any error or omission in the Inventory.

Check In and Check Out

We will attend the property and check the Tenant into the Property as per the Tenancy Agreement and Inventory (if provided) taking meter readings where relevant.

At the end of the Tenancy, we will attend the property and check the Tenant out the property as per the Tenancy Agreement and Inventory presented at the check in, taking meter reads where relevant.

Property Inspection Visits

All Managed properties are inspected quarterly with an inspection report going to the Landlord and Tenant of any findings. Within the inspection we check the condition of the property, cleanliness, the garden front and back and the way the Tenancy is being conducted.

Long term residing Tenants property inspection visits are carried out bi-annually.

Repairs and Maintenance

It is important that repairs and maintenance are carried out quickly and professionally to safeguard your property and keep within the Terms of the Tenancy Agreement.

We shall deal with day to day statutory management matters including minor repairs up to a maximum amount of £300.00 or such limit as you the Landlord will put in writing, for any one item without reference to you the Landlord. In an Emergency there are exceptions to this amount, wherever possible estimates are obtained and submitted to you, the Landlord for approval in respect of repairs and maintenance likely to cost more than £300.00. In an Emergency we will make every effort to contact you upon the emergency contact/call being received.

We organise repairs and maintenance to the property using professional trades people. Our Full Management Service will include rectification of defects which come to BNR Lettings and Sales attention during the course of Management. Or are clearly brought to our attention by the Tenant.

Reference and Right to Rent Checks and Holding Deposit

We charge the Tenant a holding deposit of 1 weeks rent which is refunded back to the Tenant once the Tenancy is completed successfully.

We complete a Right to Rent check to ensure the Tenant is a legal citizen in the UK and has the right to rent your property. Any Illegal Immigrants found are reported to the Home Office.

We complete a full profile reference check on Tenants using a third-party Company and offer the Tenant with your approval the Tenancy if the results are received to be satisfactory. If further instruction is given, that the Tenant requires a Guarantor we complete these checks to. When finding the Satisfactory Tenant(s) we offer the Tenancy Agreement.

Tenancy Deposit Scheme

The Tenant is required to give 5 weeks rental payment to meet the deposit requirements normally prior to the commencement of the Tenancy Agreement.

The Deposit is transferred to the Deposit Protection Service which is one of the Government Schemes to ensure you as the Landlord are complying with the Law. Upon the tenant's Vacating a final inspection is carried out using the Inventory from the start of the Tenancy. With all our fully managed properties and additional added services. The Inventory completed at the start of the tenancy is referred to, to assess the return and completion of the Tenants' deposits.

Rent Collection

At the start of the Tenancy the agreed deposit and one month's rent will be taken from the tenant. The rent is collected on a per calendar month basis by Standing order or BACS Transfer payable in advance unless otherwise agreed. Rental income received will be paid to you less any deductions agreed within these Terms of Business immediately, when cleared funds from the Tenant are received by BACS Transfer. It may be necessary for BNR Lettings and Sales to allow 7 Business working for rental payments to be cleared before transferring the money to the Landlords Bank Account.

We are a member of CMP for our Client Money Protection. The rental income is held in a separate Client Account.

Enforcement of Tenancy Conditions

Immediate action will be taken with a breach of the Tenancy conditions to prevent problems from developing further and you will be advised accordingly.

If necessary, to enforce the conditions of the Tenancy through court action, we will prepare the documentation and liaise with your Solicitor or Legal body.

Insurance

The Landlord is responsible for both Buildings and Contents Insurance for the items supplied by the Landlord. We will arrange for Rentguard our Insurer to call you to ensure you have the correct cover in place and give you a quotation.

Insurances Offered:

Buildings and contents

Theft and malicious damage by the tenant

Property owner's liability

Accidental damage

Full cover whilst the property is empty

We select our tenants completing all relevant checks and referencing required. We cannot be held responsible should the tenant incur:

Redundancy

Marital split

Financial difficulties though illness

Or any other unexpected event during the tenancy

Rental Protection Insurance will pay the Landlords rent until vacant possession is achieved and cover any legal expenses. There is a limit on this policy but please [contact us](#) for further information.

Taxation of None Resident Landlord

If you reside abroad, you must notify BNR Lettings and Sales in writing. The HMRC will hold BNR Lettings and Sales responsible as the Agents for any tax liability, if you reside abroad. Which arises on rent collected by BNR Lettings and Sales on your behalf unless you have obtained an exemption certificate.

If you do reside abroad and do not hold a certificate, it will be necessary for BNR Lettings and Sales to deduct income tax at the prevailing rate from the gross rent less allowable expenses and pay such sums to the HMRC or other appropriate bodies at intervals as directed by them.

Authority of the Terms of Business

Our Appointment is for an initial period of 12 months, unless otherwise agreed. You the Landlord agree that you appoint BNR Lettings and Sales in connection with our services under this Agreement and the Tenancy Agreement. You the Landlord authorise BNR Lettings and Sales to enter the Property and take all reasonable steps in regard to our appointment as the Agent under this Agreement, without any obligation to do so on our part.

If the Letting continues from the term agreed in the Original Tenancy Agreement, or if you agree to a continuation, extension or renewal of the term original agreed in the Original Tenancy Agreement. Or you grant any new Tenancy Agreement to the same Tenant or any person introduced or nominated by the Original Tenant. Our commission will be payable as set out in our Lettings Services and Fees below for term of the new period in question or as per our New Tenancy Agreements signed.

Agreement Charges

Commission is payable in full in advance for the period of the Tenancy Agreement upon receipt of rental income.

Rental income includes any payment to be made by the Tenant for the use of the Property, whether expressed as rental income, premium or any other form of payment. This includes payment directly by the Tenant or obtained by other means such as deduction from the deposit held.

Lettings Services available

We have developed a few services that can be used by the Landlord not all Landlords need a full Management Service. We are here to help with all our services, speak to our Lettings Team for any service you require.

Residential Landlord Letting Services and Charges

Lettings Services

THERE ARE NO SET UP CHARGES

Level of Service	Tenant Find Fixed Price £180.00 (Inclusive of VAT)	Let Only Fixed Price £384.00 (Inclusive of VAT)	Rent Collection 6% of Rent (Inclusive of VAT)	Full Management Service 8.4% of Rent (Inclusive of VAT)
Take Property marketing photos	X			
Prepare advertising and market	X			
Advertise Property on all major portals and website	X	X	X	X
Erect to Let board outside the property in accordance with Town and Country Planning ACT 1990	X	X	X	X
Vet leads from potential Tenants and refer leads to Landlord/Property Owner	X			

Charge payable in advance of service supplied	X			
Advise presenting the property for rent to include any safety certificates required and possible refurbishment		X	X	X
Agree the rent and source a tenant in accordance with the Landlord guidelines		X	X	X
Provide guidance with letting consents and on compliance with statutory provisions		X	X	X
Advise on non-resident tax status and HMRC (if relevant)		X	X	X
Conduct accompanied viewings		X	X	X
Full profile check of Tenant(s) completed (Tenant Referencing) to check Tenants Right to Rent status		X	X	X
Prepare and Arrange appropriate Tenancy Agreement		X	X	X
Collect Deposit for the Landlord to Arrange for the Deposit to be registered between the Landlord and the Tenant(s). To be held in a Government Deposit Scheme		X	X	X
Provide the Tenant(s) with the Government How to Rent Guide		X	X	X
Provide the Tenant(s) with a copy of the current Gas Safe Test Certificate		X	X	X
Provide the Tenant(s) with a copy of the EPC (Energy Performance Certificate)		X	X	X
Collect and remit initial months' rent received		X	X	X
Provide Tenant(s) with method of payment for future payments		X	X	X
Deduct any pre-tenancy invoices and charge for service		X	X	X
Agree any shortfall and payment method		X	X	X
Make HMRC deduction if relevant and provide tenant with NRL8 (if relevant)		X	X	X
Collect and remit the monthly rent received			X	X

Deduct commission and other works from these services ongoing			X	X
Arrangement payments from rental for statutory requirements			X	X
Pursue non-payment of rent and provide advice on rent arrears actions			X	X
Deal with all Tenant rental queries			X	X
Advise all relevant utility providers of changes and Council Tax				X
Undertake quarterly/bi-annually inspection visits per Tenancy and notify Landlord and Tenant of the outcome Arrange routine repairs and instruct approved contractors, providing two quotes if necessary				X
Rent Review Annually				X
Hold keys throughout the tenancy term				X
Schedule A of Condition (Inventory) To prepare a full report of content and state of the property. Dependent on the number of bedrooms and/or size of the property and outbuildings.				X
Complete end of tenancy inspection and providing the report to the Landlord and Tenant(s)				X
Dealing with the Deposit enquiries and disputes negotiations if any				X
Deal with all Tenant enquiries and queries				X

Additional Charges and Fees

Deposit Registration £50.00 (Inclusive of VAT)

Protect the security deposit with a Government authorised scheme, registering the Landlord and Tenant details. Providing the Tenant(s) with the deposit certificate and prescribed information within 30 days of the start of the Tenancy.

Negotiations of deductions from deposit £120.00 (Inclusive of VAT)

NOTE When not included in the Full Management Service and the Agent has protected the Deposit**

Preparation and Submitting the Evidence to the Deposit Protection Scheme and dealing with all correspondence relating to the dispute.

Inventory Charge £120.00 (Inclusive of VAT)

NOTE When not included in the Full Management Service**

Preparation of report detailing the condition of the property and contents with photographs supplied to support the report.

Updating and Amendment of Tenancy Agreement £120.00 (Inclusive of VAT)

This includes Contract negotiation, amending terms and updating the Tenancy Agreement during the tenancy term.

Paper Copies £3.00 Per Month (Inclusive of VAT)

- Monthly rent remittances
- Monthly Statements

Provision of a statement showing gross income and expenditure £60.00 (Inclusive of VAT)

Early Termination Fee £300.00 (Inclusive of VAT)

Should the Landlord wish to cancel the terms of business, decide to proceed to privately rent or instruct another Agent during a Sole Tenancy Agreement to proceed to rent the property or when a holding deposit from the Tenant has been taken to proceed to Reference checks. Or Withdrawal of entering into a Tenancy Agreement when instructing BNR to proceed. This charge covers the work already completed of Advertising and Marketing the Property for Let.

Tenancy Renewal £168.00 (Inclusive of VAT)

Contract negotiation, amending and updating terms and arranging a further tenancy and agreement.

Additional Property Visits £60.00 (Inclusive of VAT)

To attend for specific requests such as neighbour disputes; more visits are required to monitor the tenancy than the quarterly inspection visits or any maintenance-linked visit. Meter Readings for Gas, Electric and Solar Panels additional to those taken on Quarterly

inspections if required with all-inclusive accommodation. Waiting at the property for Landlords appointed contractor, following a pre-arranged appointment.

Additional Reporting to the HMRC £48.00 (Inclusive of VAT)

To respond to any specific query relating to the return from the landlord or HMRC

Obtaining more than two contractor quotations £12.00 (Inclusive of VAT) per quotation required.

Key cutting Administration charge £30.00 (Inclusive of VAT) Plus the cost of the Keys, Security Devices and Key Cards.

Rent Review charge £90.00 (Inclusive of VAT)

NOTE When not included in the Full Management Service**

Review the current market conditions and advise the Landlord. Negotiate with tenant and advise the tenant to make the appropriate payment change. Update the tenancy agreement and serve section notice if relevant.

Interest on Unpaid Rental Commission

3.6% above the Bank of England Base Rate from due date until paid.

Serving Section Notices including Arrears and Possession £90.00 (Inclusive of VAT)

Right to Rent Follow Up Check £18.00 (Inclusive of VAT) Per Check

NOTE Repeat check completed for our Rent Collection and Full Management Services only**

To undertake a check of the Tenant(s) on a time limited visa in accordance with the Immigration Act 2016. To notify the Home Office should an Illegal Immigrant/migrant be identified.

Arrangement Charge for Works required (5% of cost)

NOTE When not included in the Full Management Service**

- Arranging Access for Contractor and assessing work required to include costs
- Ensuring work has been completed as per Instruction/quotation
- Retaining guarantee and/or warranty for works completed

Contractors Charge 12% of Contractors Invoice (Inclusive of VAT)

To arrange and facilitate the visit of a vetted Tradesperson.

SALE OF PROPERTY TO TENANT OR THIRD PARTY - £540.00 (Inclusive of VAT)

Introduction of a buyer i.e. tenant or third-party subject to contract and issue of sales memorandum. Payable on completion of sale.

Checkout charge £96.00 (Inclusive of VAT)

NOTE When not included in the Full Management Service**

- Agree with tenant check out date and time appointment
- Instruct inventory provider to attend or check property against original inventory
- Negotiate with landlord and tenant any disbursement of the security deposit
- Return deposit as agreed with landlord and tenant to relevant parties
- If agreement cannot be reach request final adjudication from Deposit Protection Scheme
- Unprotect Security Deposit
- Instruct contractors; obtain quotes; organise repairs, replacement and cost of any broken or missing items (If required).

Court/Tribunal Attendance £180.00 (Inclusive of VAT) per day/part there of

If you have any questions about our Charges and Fees, please ask a Member of Staff

**All Prices are the total price and inclusive of VAT unless expressly stated otherwise.

Renewal of the Tenancy

We will inform you four months before the expiry date of the Tenancy Agreement; the Tenancy is due for renewal and would like to invite the Tenant living at the property to renew their Tenancy Agreement. With your written permission we will then invite the Tenant to renew the Tenancy or give notice to the Tenant to leave the property with the section notice required.

Renewal of the Tenancy Charge Per Tenancy Agreement £168.00 (Inclusive of VAT)

Section Notices

During the Tenancy you may have to serve the tenant a section notices due to current legislation and legal terms for letting your property. This can include rent increases, notice to leave the property or overdue rent to name but a few. We will assist you and advise the correct section notice required to be served and the process.

Section notice charge £90.00 (Inclusive of VAT)

Lettings Services required:

Please tick the relevant box and write in the additional services any further services you wish to proceed with or gain an appropriate quotation.

Tenant Find £180.00 (Inclusive of VAT)

Let Only £384.00 (Inclusive of VAT)

Rent Collection 6% of Rent (Inclusive of VAT)

(5% Plus VAT)

Full Management 8.4% of Rent (Inclusive of VAT)

(7% Plus VAT)

**Please note

Our let only service charge of £384.00 for advertising, marketing and finding tenants is charged as well as the commission to the Rent Collection or Full Management Service for the full package.

Additional Services required Please list:

.....
.....
.....
.....

Client/Landlord Information

Full Name.....

Company Name.....

VAT Registration Number (If applicable)

Address.....
.....
.....
.....
.....

Postcode.....

Home Telephone number.....Work Telephone number.....

Mobile Telephone number.....

Email address:

Client Bank Account Details

Website: www.bnrlettingsandsales.co.uk Email: lettings@bnrpropertyservices.co.uk
Registered Address: 9 Brook Street Wymeswold Leicestershire LE12 6TT Tel: 01509 767920
Company Registration Number: England 07026727

Rental payments are made by BACS Transfer:

Name on Bank Account.....

Bank Name and Address

.....
.....
.....
.....
.....
.....

Postcode.....

Account Number.....

Sort Code.....

Roll Number (if applicable)

Property to be Managed

Full Address of the property to let:

.....
.....
.....
.....
.....

Postcode.....

I the Client/Landlord state that I/We are legally entitled to instruct BNR Lettings and Sales to act as the Sole Agent for the lettings and Management of the above property.

I/We authorise and have full entitlement for BNR Lettings and Sales to act as your Agent with authority to sign on your behalf the Client/ Landlord any documentation that directly relates to the creating or terminating of the relevant Tenancy.

I have read and understood the Terms of Business provided by BNR Lettings and Sales.

Client/Landlord Name.....

.....

Company Name (If applicable)

Client/Landlord Signature.....

.....

Date.....

Signed on behalf of the Agent BNR Lettings and Sales 9 Brook Street Wymeswold
Leicestershire LE126TT

.....

Print Name..... Position.....

Date.....

Buildings and Content Insurance Information

Clients/Landlords are responsible under normal terms for insuring the building and their contents.

Insurance Company.....

Policy Number.....

Expiry Date

Building Sum Insured.....

Contents Sum Insured.....

BNR Lettings and Sales can get our Insurance Provider to give you a quotation, please supply the above details if you would like a free quotation.

BNR Lettings and Sales Privacy Notice

The following privacy notice provides information on how BNR Lettings and Sales and any of its subsidiaries, or representative and any 3rd party providers collect, use, secure, transfer and share your information.

BNR Property Services Limited is a leading company providing several services including lettings, sales, block management, maintenance and repairs, and man and a van service.

Registered Address:

9 Brook Street
Wymeswold
Loughborough
Leicestershire
LE12 6TT

A brief overview on our services:

Lettings	Providing both private rentals for Residential furnished or unfurnished houses to Houses of Multiple Occupants
Sales	Private sales of houses leasehold or freehold and commercial properties

1. Type of Information Collected:

- Copies to be provided

Full Name	Title	DOB	Address
Previous Names	Landlord Details	Employment Details	Previous Addresses
Residential Status	Number of Dependants	*Right to live in the UK	Name of Dependants
Gender	*Bank Statement	*Credit Card Bills	*Proof of Address
*Photo ID	*Payslips	*Self-employment proof of accounts	*Mortgage Details
Personal Debt details	Insurance Details	Phone Numbers	Email Addresses
Forwarding Address Details	Solicitor Details	Estate Agent Details	Bank Account Details
Marital Status	IP Address	Cookies	Salary
Service Address	Invoice Address	Company Name	

2. Methods of Collection:

BNR Lettings and Sales collects information as required for the services sought after and being provided from the above range from:

- Yourself
- Landlords
- Next of Kin
- Spouse/Partner/Family Member
- Business Associates
- Employer
- Referencing Agent
- Trusted sources including:
 - Government / Land / Police registers
 - Credit / Default Agencies

- Financial Institutes (Banks, Building Societies, Loan Agencies, Credit Card companies)
- Insurance Companies
- Law firms
- through consent to third parties disclosing information about you to us that they have collected

Such information will generally be collected directly via the use of website submission forms, email, or through a telephone conversation with you.

Additionally, you may choose to submit information to BNR Lettings and Sales through:

- Social Media
- In connection with an actual or proposed business proposal.

We, our service providers collect certain information by using automated means, such as cookies and web beacons, when you interact with our advertisements, or visit our websites, pages or other digital assets. The information we collect in this manner may include IP address, browser type, operating system, referring URLs and information on actions taken or interaction with our digital assets.

We may use third-party web analytics services on our websites. The analytics providers that administer these services use technologies such as cookies and web beacons to help us analyse how visitors use our websites.

"Your Rights and Choices" section of this Privacy Notice specifies your ability, to opt out or limit the usage of the information collected.

3. Purposes of Collection

We will collect, use and hold your information for the sole purposes of:

- Assessing applications for services provided through lettings.
- Conduction business services requested.
- Processing payments transactions including: Accounting, Authorisation, Clearing, Chargebacks, Auditing, Invoicing, Quotes, Reconciliation, Collection, Complaints, Enquiries, Credit Checks and related dispute resolution activities.
- Protect against and prevent fraud, unauthorised transactions, money laundering, tax evasion, claims, other liabilities and manage risk exposure and agent /franchise quality, integrity, compliance and security of business processes.
- Create customer accounts.

- Communicate with you for appointments, invoicing, quotes and tenancy agreements.
- Monitor and improve our services provided.

4. Lawful basis of Processing

BNR Lettings and Sales processes your information under the following

- Performance of a contract: where you enter into a contract with BNR Property Services and we need to process your information as part of this contract.
- Legitimate interests: some information is processed by BNR Property Services as part of its

legitimate interests which include: Fraud, risk assessment, network and information security, and managing properties, monitoring, web analytics, cloud storage, acquisitions, updating customer details, lettings, sales, financial services and other core products and service provided by ourselves.

- Public interest: some information is processed in accordance public interest such as Forwarding addresses.

- Consent: where we process information under consent, we will seek your clear and unambiguous consent prior to processing your data.

5. Information we share

Always be assured at BNR Lettings and Sales we will never sell your personal data. All details held for you is securely kept out of the public eye and is stored securely. When the data is no longer required it will be disposed of confidentially and securely by the team.

While we have your data, it will only be used when necessary and within government legislation and will not be used inappropriately.

We share the information we collect with, but not limited to:

- Landlords and landlord associates and sub processors
- Vetted affiliates and partners / Financial Institutions / Insurance Companies for business facilitation to provide required services, insurance cover etc.
- Formally contracted service providers to perform services on our behalf:
- Councils
- Law firms
- Credit agencies, Land Registry Office, Her Majesty's Revenue and Customs (HMRC), Financial Conduct Authority (FCA) and other relevant regulatory bodies
- Additionally, we may share information about you, if required legally, to prevent harm or financial / reputation loss, for investigation of suspected or actual fraudulent or illegal activities.

On websites, features can be accessed where we partner with other entities that are not affiliated with BNR Lettings and Sales. These include social networking etc. are operated by third parties not associated with ourselves who may use or share personal

Website: www.bnrlettingsandsales.co.uk Email: lettings@bnrpropertyservices.co.uk
Registered Address: 9 Brook Street Wymeswold Leicestershire LE12 6TT Tel: 01509 767920
Company Registration Number: England 07026727

information in accordance with their own privacy policies. It is recommended that you review the third parties' privacy policies if you use the relevant features.

We reserve the right at BNR Lettings and Sales to transfer your details in the event of the company sale to continue the services provided to you the customer.

6. How long we retain your information

We will keep your information as long as deemed necessary to complete customer needs. After last contact your details will be archived or disposed of confidentially after 6 years but BNR Lettings and Sales reserve the right to keep this information indefinitely if required.

7. International Data Transfers

We do not transfer data collected to other countries other than the country it is collected due to not having the same data collection laws in place.

8. Your Rights and Choices

Your rights regarding the sensitive and personal information we maintain about you enable you to exercise choices about what personal information we collect from you, how we use that information, and how we communicate with you.

For any requests or queries regarding this information please get in touch.

9. Access and Correction

You may have the right to:

- Obtain confirmation that we hold personal information about you.
- Request access to and receive information about the personal information we maintain about you.
- Receive copies of the personal information we maintain about you.

The right to access personal information may be limited in some circumstances by local law requirements.

To exercise these rights, please contact us directly.

10. Update and Correct Errors of your Personal Information

If you feel that the information, we hold about you is incorrect or inaccurate you can contact us outlining the information you feel is incorrect or inaccurate.

11. Object to the processing of your personal information

If you would like to object to any processing of your information by BNR Property Services, you can contact us outlining what processing of information you would like to object to.

12. Have the information blocked, anonymised or deleted

If you would like BNR Lettings and Sales to delete, block or anonymise information we hold about you, you can contact us outlining what information you would like deleted, blocked or anonymised.

13. Opting out of Processing

You can opt out collection of personal information by automated means e.g. when visiting our website or visit third-party websites by using the Cookie Consent tool displayed on the website (the browser you use may provide options on how to opt out of receiving certain types of cookies). However, without cookies you may not be able to use all the website features or online services

14. Withdrawal of Consent

If we obtain your information by consent you have the right to withdraw any consent you previously provided to us. If we process your information under legitimate interest you can object at any time on legitimate grounds, to the processing of your personal information. BNR Property Services we will apply your preferences going forward. Doing so will mean that you cannot take advantage of certain services required. The right to consent removal may be limited in some circumstances by local law requirements and you will be informed appropriately.

15. Contact us, complaints and Feedback

Please put all in writing to:
BNR Lettings and Sales
9 Brook Street
Wymeswold
Loughborough
Leicestershire
LE12 6TT

To assist us in responding to your request, please give full details of the issue. We attempt to review and respond to all complaints within a reasonable time. If we cannot for lawful reasons complete your request, we will explain this to you the reasoning why.

16. How we protect your Personal Data

The security of your personal information is very important to BNR Lettings and Sales and we are committed to protecting the information we collect. We maintain administrative, technical and physical safeguards designed to protect the personal information you provide, or we collect against accidental, unlawful or unauthorised destruction, loss, alteration, access, disclosure or use. We use SSL encryption on our websites from which we transfer certain personal information. BNR Property Services stores personal information only for as long as it is necessary for the fulfilment of the purpose for which the personal information was collected, unless otherwise required or authorised by applicable law. We take measures to destroy or permanently de-identify personal information if required by law or if the personal information is no longer required for the purpose for which we collected it.

17. Updating the Privacy Notice

We will update this statement as required so we suggest that you review this statement at regular intervals. Where we undergo substantial changes to our privacy statement, we will endeavour to inform you directly about these changes.

Cancellation Policy and Procedures

Once we have informed you, we have taken a holding deposit from prospective tenants who wish to enter into a Tenancy Agreement, and you have agreed with us to proceed to the Reference check. If you then decide to cancel, let the property privately or instruct another Agent or withdraw for any other reason a charge of £300.00 (Inclusive of VAT) is chargeable. This is to cover Marketing and work already completed.

The Consumer Contracts (Information Cancellation and Additional Charges)

Regulations 2013 *'Only applicable if you are a consumer*

!!We wish the performance of the contract to commence before the expiration of the cancellation period of 14 days under The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

Signature of the Vendors.....Date.....

You have the right to cancel this contract within 14 days without giving any reason. This cancellation period will expire 14 days from the conclusion of the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. letter sent by post or electronic mail).

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.

Please send your communication to exercise your right to cancel to:
BNR Lettings and Sales 9 Brook Street Wymeswold Loughborough Leicestershire LE12 6TT

EMAIL: lettings@bnrpropertyservices.co.uk

Telephone: 01509 767920

Effect of Cancellation

If you cancel this contract, we will reimburse any payments received from you. We may 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.

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 charges 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 contract, in comparison with the full coverage of the contract.

Signature of the Agent BNR Property Services LTD

.....Date.....

For your convenience the below form may be used.

**CUSTOMER CANCELLATION
NOTICE**

Complete, detach and return this form only if you wish to cancel The Contract.

TO: THE AGENT

Name of Agent	Clare Jackson BNR Property Services LTD
Address of Agent	9 Brook Street Wymeswold Loughborough Leicestershire LE12 6TT
Customer Contact Reference Number (If Known)	
Date of Contract (to be written by Agent)	
I/We hereby give notice of my/our intention to cancel my/our contract (Delete as appropriate)	

FROM

Name of customer

Address of customer

Signed

Dated

BNR Lettings and Sales

Termination of the Agreement after the 14 days cancellation period

The Terms of Business is a fixed Term to cover the 12-month let of the property from the start date of Tenancy Agreement. If you the Landlord decides after the 12 months to run this Agreement periodically, 2 months' notice is required on or before a rent due date to terminate the Terms of Business.

IN-HOUSE COMPLAINTS PROCEDURE

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

What will happen next?

- We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.
- We will then investigate your complaint. This will normally be dealt with by the office manager who will review your file and speak to the member of staff who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgement letter.
- If, at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.
- We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.

If you remain dissatisfied, you can then contact The Property Ombudsman to request an independent review:

The Property Ombudsman Ltd

**Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP**

01722 333 306

www.tpos.co.uk

Please note the following:

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints' procedure, before being submitted for an independent review.