

Agency Agreement

Between the Landlord: As shown on section A: Personal Details of Fully Managed Service Form.

(Hereafter referred to as "The Landlord")

and the Agent:

Win Win Property Management Limited
4 Borthwick Mains Cottages, Borthwick, Midlothian, EH23 4RA
Tel No of Agent: 01315107590 / 07787813382
Email address of Agent: Ryan@WinWinPM.co.uk

(Hereafter referred to as "The Agent")

For the rented property:

As shown on section B: Rental Property Details of Fully Managed Service Form.

(Hereafter referred to as "The Property")

Level of Service:

Fully Managed Service

This Agreement is intended to set out the services The Agent can provide to The Landlord and also set out the corresponding responsibilities of The Landlord. This benefits both The Agent and The Landlord by setting out where we stand at the beginning of our relationship and should avoid any misunderstandings or uncertainty in the future.

It is therefore important that you read this Agreement carefully. If you do not fully understand this Agreement you should seek independent legal advice.

You will be bound by this Agreement as soon as you submit it to The Agent. The letting and/or management of your property may not proceed until this document has been returned to The Agent. For the avoidance of doubt, we shall assume, in absence of your returning a copy of this document, that your continuing instructions confirm acceptance of the terms set out below. The decision to proceed will be at the sole discretion of The Agent.

1. Definitions

In this Agreement the following definitions and interpretations apply:

- 1.1 “The Landlord” means the party named within section A: Personal Details of Become a Landlord Form and any successor and any person who has an interest as a heritable proprietor in The Property, even if not named in this Agreement. The Landlord agrees to inform The Agent, in writing, of any changes to ownership of The Property, contact telephone numbers, postal or e-mail addresses as soon as possible and in any event within 7 days of the change.
- 1.2 “The Agent” means the Agent named on the first page of this Agreement and any successor thereto.
- 1.3 “The Tenant” means the party(ies) named on the tenancy agreement as the tenant of The Property.
- 1.4 “The Property” means the premises, the address of which is shown on section B: Property Details of Become a Landlord Form, or any subsequent change to the address made by the local authority.
- 1.5 This Agreement shall be governed by and construed in accordance with the law of Scotland. For the avoidance of doubt, jurisdiction for any proceedings raised by or against The Agent as a consequence of this contractual relationship is prorogated to the Sheriff Court and/or the First-tier Tribunal (Housing and Property Chamber) where The Agent is domiciled.
- 1.6 If there is more than one Landlord all Landlords will be jointly and severally liable for the obligations contained in this Agreement. Jointly and severally liable means that each Landlord will be responsible for complying with the obligations and paying all charges and costs under this Agreement, both individually and together.
- 1.7 Words imposing the masculine gender include the feminine and singular shall include the plural and vice versa.

2. Appointment and Authority

- 2.1 Subject to the terms and conditions of this Agreement, The Landlord appoints The Agent to be his agent for The Property.
- 2.2 For Fully Managed Service (defined at Clause 17.1) The Landlord acknowledges that this Agreement will exist for 30 days with effect from the last date of signing this Agreement and will renew daily until terminated by either party in accordance with clause 27 of this Agreement.
- 2.3 The Landlord gives authority to The Agent to act on his behalf and to do anything which The Landlord could do himself including signing tenancy documentation and notices on behalf of The Landlord. It is accepted that this will bind The Landlord to all legal obligations within the tenancy agreement or notices. The Landlord agrees to approve everything done by The Agent in good faith when carrying out their duties unless the Agent is professionally

negligent or in express breach of contract. The other provisions of this Agreement shall not limit the right of The Agent to carry out whatever acts are necessary to enable The Landlord to comply with his statutory obligations, to prevent further deterioration of The Property and to limit any damage in an emergency.

2.4 During the period of this Agreement The Landlord will not instruct any other agent to find a tenant or tenants or to let or manage The Property.

2.5 During the period of this Agreement, The Agent will not instruct other agencies to assist in finding a tenant or tenants or to let or manage The Property without the landlord's permission in writing. The Agent acknowledges they are liable at law for the actions of the sub-instructed agent and will be held responsible for any failures to comply with the Letting Agent Code of Practice (Scotland) Regulations 2016 [and The Property Ombudsman's Code of Practice for Residential Letting Agents in Scotland].

3. Communications

3.1 The Landlord can contact The Agent by telephone and e-mail. Contact details are provided on page 1 of this Agreement. The Agent will notify The Landlord within 14 days if these contact details change.

3.2 The Agent endeavors to respond to enquiries as quickly and fully as possible. The Agent will aim to acknowledge enquiries within 2 working days and respond fully within 7 working days of the date of The Landlord's enquiry.

4. Regulation

4.1 The Agent is subject to the rules contained within the Letting Agent Code of Practice (Scotland) Regulations 2016. A copy of the Letting Agent Code of Practice is available on the request of The Landlord

4.2 The Agent is a member of The Property Ombudsman (TPO) Scheme (www.tpos.co.uk) and subscribes to the TPO's Code of Practice for Residential Letting Agents in Scotland.

5. Landlord's undertakings and compliance

5.1 Before the initial or first let of The Property The Landlord agrees that The Property will be thoroughly cleaned including the windows (both internally and externally) and the gardens, if applicable, will be in good seasonal condition.

5.2 Before the initial or first let of The Property The Landlord agrees to apply for landlord registration and to supply the landlord registration number to The Agent.

5.3 The Landlord confirms that The Property is fit to be let and agrees to comply with Section 13 (as amended) of the Housing (Scotland) Act 2006 (the Repairing Standard) or any other statutory re-enactment thereof and all other statutory obligations. This includes but is not limited to ensuring that at least one smoke alarm is fitted in each

habitable room and in each hallway or landing and one heat alarm is fitted in each kitchen and all smoke alarms should be interlinked. A failure to supply sufficient smoke alarms may result in The Agent arranging installation of additional alarms. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent, if possible, or paid within fourteen days of written demand. The Landlord confirms that all appliances comply with current, and will be kept compliant with future, safety regulations. The Landlord confirms that all machinery, gas appliances, and electrical goods will be in full working order and have been serviced/inspected within the last year and have clear instructions for use.

5.4 The Landlord agrees to comply with Section 22 of the Housing (Scotland) Act 2014 or any statutory re-enactment thereof and the relevant building regulations by ensuring that a carbon monoxide detector is fitted in The Property. The Agent will arrange for the installation of a Carbon Monoxide detector, at the Landlord's expense, where a working Carbon Monoxide detector is not already installed. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent, if possible, or paid within fourteen days of written demand.

5.5 The Landlord agrees to comply with the Gas Safety (Installation and Use) Regulations 1998 or any statutory re-enactment thereof and shall provide to The Agent, at least 7 days prior to commencement of the tenancy, a copy of the current safety certificate from a Gas Safe registered engineer (or subsequently authorised Registered engineer) together with a copy of the installer's current registration. If no certificate is produced by that date The Landlord agrees that The Agent can, at The Landlord's cost, arrange the gas safety check prior to the commencement of the tenancy. The Landlord will provide written instructions for the use of all gas appliances failing which The Agent is authorised to remove the items from The Property and dispose of them at The Landlord's expense. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of a written demand.

5.6 The Landlord agrees to comply with all relevant electrical safety requirements and any statutory enactment thereof and shall provide to The Agent, at least 7 days prior to the commencement of the tenancy, a copy of the relevant Electrical Installation Condition Report (EICR) or Electrical Installation Certificate (EIC) and Portable Appliance Test (PAT) report for all electrical wiring and the appliances made available to The Tenant under the lease. If no certification is produced The Landlord accepts that The Agent can, at The Landlord's cost, arrange a safety check prior to the commencement of the tenancy. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. The Landlord also agrees to provide written instructions for the use of all electrical appliances and if no instructions are available The Agent is authorised to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of a written demand.

5.7 The Landlord agrees to provide to The Agent, at least seven days prior to the commencement of the tenancy, a copy of the current Energy Performance Certificate. If the Energy Performance Certificate is not provided The Landlord agrees that The Agent can obtain an Energy Performance Certificate. It is acknowledged that no liability will attach to The Agent should he omit to do so. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.

5.8 The Landlord agrees to comply with the Furniture and Furnishings Fire Safety Regulations in force from time to time. If any of the furniture does not comply with current regulations The Landlord gives permission for The Agent to remove it from The Property and dispose of same, prior to the commencement of the tenancy at the expense of The Landlord. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of a written demand.

5.9 If The Property is to be a house in multiple occupation (HMO) in accordance with the provisions of the Housing (Scotland) Act 2006 or any statutory enactment thereof, The Landlord will comply with all obligations imposed in terms of said legislation and will exhibit his licence to The Agent in advance of The Property being let. Unless otherwise agreed in writing it will be the responsibility of The Landlord to renew his HMO licence and to exhibit the new licence to The Agent. It will be the responsibility of The Landlord to immediately notify The Agent of the expiry or withdrawal of the licence or refusal of a renewal application.

5.10 The Landlord confirms that he, together with any other owner, is a registered landlord for The Property in terms of the Anti-Social Behaviour etc. (Scotland) Act 2004 or any statutory re-enactment thereof and he will provide his registration number (together with the numbers for all joint owners) to The Agent prior to the commencement of this Agreement.

5.11 The Landlord confirms to The Agent that he is entitled to enter into this Agreement to let The Property and that he has obtained all necessary consents, delegated authority and licences and will continue to do so throughout the duration of this Agreement and that he is entitled to all revenue collected on The Property.

5.12 In order to protect the mattresses and maintain hygiene standards within The Property, The Agent will supply and install (where necessary), at The Landlord's expense, mattress protectors. The mattress protectors may be replaced between each tenancy at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent, if possible, or paid within fourteen days of written demand. It is acknowledged that no liability will attach to The Agent should he omit to do so.

5.13 Upon receipt of a formal written request from The Tenant, The Landlord acknowledges that The Agent is obliged to provide The Tenant with The Landlord's name and address within 21 days.

5.14 Should The Landlord wish to prohibit The Tenant from installing cable or satellite media systems (including broadband) he must advise The Agent, in writing, before the commencement of the tenancy.

5.15 Should The Landlord fail to meet their legal obligations as a landlord and refuse or unreasonably delay in complying with the law, The Agent will, as required by Paragraph 31 of the Letting Agent Code of Practice, withdraw from acting and inform the appropriate authorities that The Landlord is failing to meet their obligations

6. The Agent's Undertakings

6.1 The Agent will inform The Landlord or The Tenant (or both) promptly of any important issues or obligations on the use of The Property that The Agent becomes aware of, including, but not limited to, repairs or breach of the tenancy.

6.2 The Agent will inform The Landlord that The Landlord needs to obtain consent or delegated authority from all owners, mortgage lenders or relevant parties before letting The Property. [The Agent may inspect the necessary consents] The Agent will also inform The Landlord of the need to ensure relevant insurance cover is in place.

6.3 The Agent will advise The Landlord of the need to comply with the obligations and requirements of relevant Health and Safety legislation and regulations that apply to rented property. [The Agent may verify the validity of the necessary certificates.]

6.4 The Agent will advise The Landlord of the need to comply with the requirements of the Repairing Standard and, within reason, draw to their attention any obvious repairs or maintenance issues which appear necessary in preparation for the intended letting.

6.5 The Agent will inform The Landlord if The Agent becomes aware in the course of their business that The Property does not meet appropriate letting standards (e.g. repairing standard, houses in multiple occupation and health and safety requirements).

6.6 If The Landlord is not already registered, The Agent will inform them of the landlord registration requirements under the Antisocial Behaviour etc. (Scotland) Act 2004 and, where necessary, the requirements under the Housing (Scotland) Act 2006 relating to houses in multiple occupation.

6.7 The Agent must give prospective tenants all relevant information about renting The Property including, but not limited to: the length and type of tenancy; the rent; the deposit; other financial obligations such as council tax; any guarantor requirements and what pre-tenancy checks will be required at the outset.

6.8 The Agent must inform The Landlord of the statutory requirements on tenancy deposits under the Housing (Scotland) Act 2006 and the Tenancy Deposit Schemes (Scotland) Regulations 2011.

6.9 The Agent will inform The Landlord in writing of the late payment of rent within 7 days of the rent falling due.

7. Property Insurance and Mortgages

7.1 If The Property is not covered by Buildings & Contents Insurance arranged through The Agent, The Landlord undertakes to maintain appropriate and adequate insurance for The Property and contents throughout the time it is let or unoccupied and to notify the insurers of the fact The Property is being let and of periods of non-occupation. The Landlord is advised that if he does not notify the insurer that The Property is let or unoccupied then the policy may be void and any claim refused. It is recommended that The Landlord holds both buildings insurance to cover any claim for damage or a personal injury claim made by a Tenant or a visitor to The Property and contents insurance, even if The Property is not "furnished", to cover any damage to items such as white goods.

7.2 If The Property has a mortgage The Landlord shall:

7.2.1 Notify the lender of the intention to let and obtain all necessary consents for letting in writing.

7.2.2 Provide to The Agent, upon request, a copy of the written authority from the lender granting consent to let. The Landlord must inform The Agent, prior to the commencement of the tenancy, of any conditions imposed by the lender which need to be included in the tenancy agreement. The Agent reserves the right to seek confirmation of his consent if not provided within fourteen days of the commencement of the tenancy, however it is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so.

8. Fees and payment

8.1 The Landlord agrees The Agent's fees as set out in the Schedule attached shall be deducted from rent paid, or if insufficient the balance will be invoiced separately or deducted from future rent at The Agent's sole discretion. The Agent's fees will be subject to review from time to time. The new rates, which will be notified to the Landlord as soon as possible, will apply to work carried out after the review date. Rent will be paid to a Client Account of The Agent. After clearance, this will then be transferred to The Landlord's designated bank account approximately one week after the rental due date under deduction of management fees and any costs or outlays incurred.

8.2 The Agent will provide the Landlord with a monthly statement of income and expenditure. Within reason, The Agent will retain vouching for all payments made on behalf of The Landlord and copies will be provided to The Landlord upon request.

8.3 The Landlord agrees to reimburse and compensate The Agent for any claim, damage or liability suffered as a result of acting on The Landlord's behalf, unless it is due to the professional negligence or express breach of contract of The Agent or their employees.

8.4 The Landlord will reimburse and compensate The Agent in respect of all expenses, including (1) any legal expenses incurred by The Agent as a result of instructing solicitors to provide legal advice and/or take legal action on behalf of The Landlord and (2) all claims, liabilities and losses incurred by or imposed on The Agent in the performance of their obligations under this Agreement, unless the loss or liability arises through professional negligence or express breach of contract by The Agent.

8.5 The Agent shall be entitled to retain interest on any funds held in the Client Account.

8.6 If insufficient funds are held and invoices are not settled within 14 days of the date of issue The Agent may at their sole discretion levy interest at the rate of 3% per annum above the Bank of England base rate.

8.7 Without prejudice to the obligations of The Landlord to pay any sums due within fourteen days of written demand The Agent shall be entitled to deduct any amount due to them from any monies due to The Landlord, unless payment has been withheld because of professional negligence or express breach of contract.

9. Tenancy Deposits

9.1 For Fully Managed Service (defined at Clause 17.1) deposits taken from the Tenants will be transferred to a scheme in terms of the Tenancy Deposit (Scotland) Regulations 2011 by The Agent. The Agent will hold the deposit until such time as it is transferred to a scheme of The Agent's choosing. The Agent shall be able to transfer the deposit to a different scheme at their sole discretion. The Landlord will not be entitled to any interest accrued whilst the deposit is held by The Agent. Once the deposit is transferred to a scheme any interest accrued will be taken by the scheme in terms of the said Regulations.

9.2 If The Agent is holding the tenancy deposit or such deposit is held by a registered Tenancy Deposit Scheme and The Landlord wishes it to be transferred to another registered Tenancy Deposit Scheme and The Agent agrees (said agreement will not be unreasonably withheld), The Agent will as soon as practicable thereafter notify The Tenant and The Landlord of the details of said transfer. It is acknowledged that no liability whatsoever will attach to The Agent should he omit to do so. Additional charges for this service will apply at The Agent's professional hourly rate (as detailed in the Schedule attached).

9.3 For Fully Managed Service (defined at Clause 17.1(a)) if there is to be retention from the tenancy deposit at the end of the tenancy, and there is agreement between The Landlord and The Tenant, The Agent will apply to the scheme for division and return of the deposit as per the aforementioned agreement.

9.4 Any deductions to the deposit can only be made in accordance with the deposit clause in the lease and in terms of the Tenancy Deposit (Scotland) Regulations 2011 and the rules of the scheme.

9.5 In the event that a dispute arises between The Landlord and The Tenant with regards to the distribution of the deposit, and the scheme refer the matter to their dispute resolution mechanism, The Agent can act on The Landlord's behalf. Additional charges for this service will apply at The Agent's Professional hourly rate (as detailed in the Schedule attached).

10. HMRC

10.1 The Landlord will, at all times, be liable to abide by HM Revenue and Customs' rules including their rules for self-assessment. The Agent shall bear no responsibility for ensuring The Landlord pays the relevant tax, in this regard The Landlord should take advice from a qualified accountant or similar.

10.2 The Agent will give to HM Revenue and Customs such information regarding the letting as they are lawfully obliged to do so. This may include full details of every landlord and the annual rental income, but The Agent shall not be responsible for preparing or submitting a Tax Return for The Landlord or dealing with any taxation or accounting matters.

10.3 If The Landlord appoints an accountant or other representative to handle his tax affairs The Agent shall if requested provide to the representative copies of all rent statements and deductions, costs, etc. Additional charges for this service will apply at The Agent's professional hourly rate (as detailed in the Schedule attached) or as otherwise agreed in writing.

11. Housing Benefit

Where The Tenant is entitled to housing benefit The Landlord agrees to compensate and reimburse The Agent for any amount received by The Landlord which is subsequently deemed by the Local Authority to be overpaid benefit and is "clawed back" by them from The Agent.

12. Insurance

12.1 Handling of insurance claims may incur a fee as advised in the Schedule sheet attached or as otherwise agreed in writing.

12.2 If The Agent provides insurance products to The Landlord and The Tenant(s) as part of The Agent's services, The Agent will ensure all related costs are explained and itemised on all relevant documents.

13. Factors

The Landlord, not the Tenant, will be responsible for factoring fees.

14. Property Vacant

The Landlord is liable for any and all expenses incurred while the property is vacant.

15. Public Liability Insurance

The Agent confirms that he holds Public Liability Insurance. Details of the cover are available on written request.

16. Professional Indemnity Insurance

The Agent confirms that he holds Professional Indemnity Insurance. Details of the cover are available on request.

17. Service Option:

17.1 The level of service is as follows:

Fully Managed Service – chargeable in accordance with the attached Schedule and includes advice on landlord registration, advice on attainable rental value and appraisal of property; advice on remedial or repair work; information on insurance; HMO advice (where appropriate); day to day property management; bi annual property inspections; rent collection; managing tenant/neighbour complaints; reporting to you.

New Tenancy - chargeable in accordance with the attached Schedule and includes marketing the property; erection of a letting board; arranging and conducting viewings; compiling (or instructing the compilation of) the inventory; preparing the tenancy agreement and associated documents; arranging for tenants to take entry; securing deposit; update council to change of tenancy; update utility company to change of tenancy.

End of Tenancy - chargeable in accordance with the attached Schedule and includes detailing to The Tenant checkout procedures; compiling (or instructing the compilation of) the checkout report; key collection; agreeing and actioning any remedial works prior to new tenancy; returning deposit (please see 9.5); update council to end of tenancy; update utility company to end of tenancy.

17.2 This Agreement gives The Agent the right to sign tenancy documentation and notices on behalf of The Landlord. It is accepted that this will bind The Landlord to all legal obligations within the tenancy documentation or notices.

18. Inventory

18.1 The Agent shall be responsible for managing the check-in process and for preparation of an Inventory. The Inventory shall include a schedule of all the items in The Property including furniture, white goods, bedding, tableware, cutlery etc and the condition of such items and a record of condition of The Property including its walls, carpets and other fixtures.

18.2 Where an inventory is produced, the Agent and The Tenant shall either (i) both sign the inventory confirming it is correct or (ii) have 7 days from the start date of the tenancy to ensure that the Inventory is correct or to be deemed satisfied with its terms.

18.3 Once the Inventory is agreed, it shall be retained by The Agent.

19. Marketing and Viewings

19.1 Notwithstanding Clause 2.2, on expiry of a tenancy, The Landlord must confirm to the The Agent if The Property is to be re-let and provide in writing permission for The Agent to arrange marketing (including the erection of a letting board), viewing and all necessary cleaning in order to find a suitable tenant as soon as is reasonably practicable after the former tenant's departure.

19.2 The Agent will ensure the keys to the property are coded and kept secure and maintain detailed records of their use by staff. The Agent will take all reasonable steps to ensure the property is left secure after viewings.

19.3 Subject to Clause 19.1, and unless advised to the contrary, The Agent may market The Property online. Any such advertisement will include the address of The Property, the rent, a description of The Property, availability of The Property and if appropriate photographs of The Property.

19.4 Unless otherwise agreed in writing, an employee of The Agent will accompany all prospective tenants to viewings of The Property. All viewings will be carried out in person.

19.5 The Agent will record feedback from viewings and pass this to The Landlord within a reasonable timeframe.

20. References and Applications

20.1 The Agent shall obtain photographic proof of identity (passport, driving licence or ID card) from all prospective tenants to confirm the applicant's identity, together where possible with a previous tenancy reference and employment reference.

20.2 The Agent shall inform The Landlord in writing of all applications by prospective tenants made on The Property, together with all relevant information about the application and the applicant(s). Applications by prospective tenants will be managed and approved on a first come first served basis, subject to suitable references in writing.

20.3 If a prospective tenant, with suitable references, agrees to occupy The Property up to 21 days after vacation of the existing Tenant or the date The Property was advertised as first available or the date of an untenanted property viewing (whichever is latest) The Agent may, at their sole discretion, accept the offer without deferring to The Landlord.

20.4 The first available date of entry for a prospective tenant is likely to be no less than five working days following the expiry date of the previous tenancy. This five-day window will be used to prepare for the incoming Tenant, including but not limited to; conducting move out inspections, preparing a new inventory for The Property and completing any required cleaning and maintenance. For the avoidance of doubt some maintenance and cleaning works may require more than five working days and The Landlord will be advised if that is likely to be the case.

20.5 Notwithstanding suitable referencing, The Agent cannot guarantee the suitability of tenants, timely rent payments or vacant possession upon termination of a tenancy. No liability shall attach to The Agent for the actions or failings of The Tenant(s).

21. Tenancy Agreement

The Tenancy will be a Scottish Private Residential Tenancy (SPRT) with no minimum duration. If, however, the tenancy does not fall within the statutory definition of a SPRT it will be a contractual tenancy.

22. Fully Managed Service in detail

Beyond the services narrated above The Agent will undertake the following:

22.1 The Agent may pay out of monies collected all statutory and other charges which are payable by The Landlord for The Property provided The Landlord has arranged for all relevant invoices and demands to be sent to The Agent and sufficient funds are held in The Landlord's client account. If sufficient funds are not held and The Landlord fails to provide adequate funds The Agent cannot make a payment and will not be liable for any loss or other adverse consequences suffered by The Landlord.

22.2 The Agent will visit The Property about 4 weeks after tenancy start and six monthly thereafter. Any visit is a "walk through" of The Property to identify any clearly visible repairs and maintenance and to find out from The Tenant any repairs that have come to his attention. It is not a survey or check of the inventory and/or statement of condition. The Agent will notify The Landlord of apparent and obvious defects but does not accept responsibility for reporting hidden or latent defects, unless failure to do so is due to The Agent's professional negligence or express breach of contract. If, in the opinion of The Agent, The Tenant is not taking proper care of The Property, The Agent will inform The Landlord and The Tenant. If The Agent is unable to secure access The Agent will report this to The Landlord within a reasonable time of such refusal.

22.3 The Agent will arrange, without reference to The Landlord, to carry out the following subject to this Agreement, to try to ensure The Landlord's compliance with The Landlord's statutory and contractual obligations:

22.3.1 Minor repairs which cost less than £100 plus VAT. (Unless stated differently in E: Notes)

22.3.2 Emergency repairs, which are repairs or defects of such a nature that carry a risk of further damage to The Property, damage to adjoining property, personal injury or are a breach of The Landlord's statutory repairing obligations if left unattended. The Agent has sole discretion as to which contractors to instruct notwithstanding The Landlord may have preferred contractors or contractors on a retention arrangement.

22.3.3 Other works to The Property in circumstances where because of lack of time, or unusual/unforeseen circumstances, it is not reasonably practicable to obtain prior instructions from The Landlord. In these situations, if The Landlord is not easily contactable and prior instructions cannot be obtained it will be at the sole discretion of The Agent, considering all the known facts, whether to get competitive quotations for these repairs and which contractor is engaged. The Agent has sole discretion as to which contractors to instruct notwithstanding The Landlord may have preferred contractors or contractors on a retention arrangement.

22.3.4 At The Agent's sole discretion The Agent may spend any money necessary to keep The Property compliant with The Landlord's statutory and contractual obligations. This could include, but is not limited to, gas safety checks, electrical safety checks etc. The money spent will be deducted from the rent or if there are insufficient funds The Landlord will be invoiced accordingly.

22.3.5 If The Tenant is in breach of any condition in the tenancy agreement, The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of The Landlord. If the tenancy is covered by legal

protection or rent guarantee insurance, The Agent will take reasonable action to resolve the situation within the provisions of the policy. Otherwise, if legal action is required The Agent may instruct a solicitor to act. The Landlord will be responsible for the solicitor's fees, expenses and other charges. For the avoidance of doubt, The Agent must be made aware by The Landlord of any insurance or special arrangement in writing and The Agent will not be liable for any losses or costs arising where written intimation has not been given by The Landlord.

22.4 The Agent will try to arrange a mutually convenient time with The Tenant for contractors attending The Property to undertake work on The Landlord's behalf. Where this is not possible, arrangements can be made by The Agent to meet the contractor at The Property. The Agent's time in doing so will be charged at the professional hourly rate specified in the Schedule attached.

22.5 The Agent will pay for repairs from rent monies held. If there are insufficient funds to meet the cost of the repairs The Landlord will pay the balance due to The Agent within fourteen days of a written demand. The Agent may not carry out repairs if The Agent holds insufficient funds and in such circumstances The Agent will not be liable for any loss suffered or any deterioration to The Property due to any delay in repair when funds are not available, unless it is due to professional negligence or express breach of contract by The Agent.

22.6 The Agent will receive notices from The Tenant on behalf of The Landlord and in such circumstances where The Tenant is to leave the property The Agent shall advise The Landlord as soon as possible.

22.7 The Agent will advise The Landlord on the likely achievable rent for the Property. Where appropriate The Agent will negotiate and agree the level of rent payable in terms of any rent review provision in the tenancy agreement or when the tenancy is renewed (subject to any rent review restrictions prescribed by law).

22.8 Upon written request from The Landlord, The Agent will prepare and serve notices on The Landlord's behalf, including a notice to regain repossession of The Property in the form of a Notice to Leave or a Notice to Quit and Section 33 Notice and/or a Form AT6 where appropriate. The Landlord should give The Agent at least 3 months' notice if The Landlord wishes to regain possession. The Agent cannot be held responsible for any delay in regaining possession if The Landlord fails to give sufficient written notice of the requirement to serve the Tenant with notice. If the Tenant fails to comply with any notice The Landlord may need to commence Court or Tribunal proceedings to obtain an order of possession. The Landlord (whether through The Agent or otherwise) may need to employ the services of a solicitor for the service of notices or to raise Court or Tribunal proceedings should The Tenant fail to vacate. The Agent will obtain The Landlord's authority to instruct a solicitor prior to doing so. The Agent will charge a fee for serving (or instructing service of) Notices as per the attached Schedule or as otherwise agreed in writing. Should it be necessary for The Agent to employ the services of a solicitor The Landlord will be liable for the solicitor's fees.

22.9 At the date of vacation of The Property, The Agent will liaise with The Tenant to agree and effect the arrangements for hand back of The Property, advising The Landlord accordingly.

22.10 Where The Tenant does not vacate The Property on the due date, The Agent will take steps to ascertain The Tenant's intentions and advise The Landlord as soon as practicable. Where appropriate, The Agent will take steps to notify any legal protection or expenses insurer and co-operate fully and promptly with legal advisers acting for, or appointed on behalf of, The Landlord.

22.11 The Agent will check the statement of condition and the inventory at vacation of The Property and discuss the results with The Landlord. If The Property is to be re-let The Agent will arrange, according to the provisions of this Agreement, any repairs or other works which are, in the opinion of The Agent, required to put The Property into a suitable condition for letting. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand. Any surplus monies recovered from The Tenant will be reimbursed to The Landlord.

23. Data Protection

The Agent is a data controller under Data Protection legislation. The Landlord hereby agrees to The Agent storing information relating to both The Property and The Landlord in paper and electronic format in terms of said legislation. Such information is held for the purposes of managing The Property and shall not be provided to third parties for any purpose unrelated to said management without The Landlord's prior written consent or by court order or as required by law. For the avoidance of doubt The Agent will comply with their obligations under the Data Protection legislation and accepts no responsibility for any loss or damage experienced by The Landlord as a result of such compliance.

24. Exclusions

24.1 The Agent will not, as part of their normal duties, supervise any major repair works nor provide specialist advice to The Landlord regarding repairs required to The Property. These services can sometimes be provided at an additional charge. The details can be provided upon request. The Agent accepts no liability for any loss or damage arising from the sub-standard or inadequate repair works or from any other default by a repairing contractor. This does not apply if it is due to the professional negligence or express breach of contract by The Agent.

24.2 The Agent's responsibilities do not include the supervision of The Property when it is not let. Should The Landlord wish The Property to be managed during any void period, The Agent will undertake this additional service after receiving written instructions from The Landlord and will make a charge in accordance with the Schedule attached. The service can only commence when cleared funds covering the cost of four visits has been received, which will have to be topped up every four weeks upon written demand. This service will include one weekly visit to The Property, visually checking the contents and security and reporting to The Landlord thereafter. The Agent cannot be liable for failing to report any hidden or latent defects.

24.3 The Agent does not undertake to be responsible for redirecting The Landlord's mail delivered to The Property. It is recommended that arrangements are made prior to commencement of the tenancy, and for the duration of the tenancy, for it to be redirected by the Royal Mail.

24.4 The Agent's agreed attendance at any Rent Assessment Committee, Court or Tribunal, as appropriate, on behalf of The Landlord, or other work not specified as included within a particular service, will incur an additional charge at the professional hourly rate advised on the Schedule attached.

24.5 The Agent will not be responsible for any loss or damage that The Landlord suffers through the act, fault or negligence of any third party which may arise other than through the professional negligence or breach of contract of The Agent.

25. Conflicts of Interest

The Agent hereby confirms that he is unaware of any actual or potential conflict of interest which may render The Agent unable to act for The Landlord. In the event that an actual or potential conflict arises, The Agent will notify The Landlord at the earliest opportunity. The Landlord also agrees to advise The Agent at the earliest opportunity if aware of any potential conflict of interest.

26. Procedures for Resolving Problems

26.1 The Agent aims to provide a quality service to The Landlord. The Landlord may contact The Agent at any time via normal methods of communication regarding the conduct and supervision of the work undertaken. The Agent will acknowledge any formal complaints within 2 working days. The Agent's full complaints procedure is attached as Appendix 1.

26.2 If the matter is not resolved to The Landlord's satisfaction, The Landlord may if appropriate apply to the First-tier Tribunal. Details of the First-tier Tribunal are available from The Agent on the request of The Landlord.

26.3 On receipt of a complaint, The Agent will undertake an investigation promptly. A formal written outcome of The Agent's investigation will be sent to The Landlord within 15 working days of receipt of the original complaint.

26.4 If the Landlord remains dissatisfied, The Agent must advise The Landlord as to how the complaint can be further pursued within The Agent's business. A review of the complaint by staff members not directly involved must be carried out and sent to The Landlord within 15 working days.

26.5 On conclusion of The Agent's investigation into a complaint, a written statement expressing The Agent's final view, and including any offer made, must be sent to The Landlord. The Landlord will have an opportunity to refer the matter to The Property Ombudsman within twelve months of the Agent's final review.

27. Termination

27.1 Prior to finding a tenant acceptable to The Landlord, either party may end this Agreement by issuing to the other fourteen days' notice in writing. If the Agreement is terminated by The Landlord after marketing has commenced, but a lease is yet to be signed, the new tenancy fee will become payable within fourteen days in

accordance with this Agreement. All outlays incurred on The Landlord's behalf shall also be payable within fourteen days.

27.2 When a Tenant is agreed, and the lease has been signed (notwithstanding whether the Tenant has taken entry) The Landlord or The Agent may terminate this Agreement by giving 30 days' notice in writing to the other party. All outlays will also be payable within fourteen days. If sums held are insufficient any shortfall will be invoiced separately and payable within fourteen days.

27.3 Upon The Agreement being properly terminated by either party as above The Agent will give The Landlord written confirmation that they will no longer be acting for The Landlord. The Agent will provide The Landlord with the date the contract terminated and with details of the outstanding fees and/or charges owed by The Landlord to The Agent and details of any funds owed by The Agent to The Landlord. The Agent will also write to The Landlord setting out the arrangements for the handover of the property, documentation and keys to The Landlord or his newly appointed representative.

27.4 The Agent shall return any funds due to The Landlord (less any outstanding debts) automatically at the point of settlement of the final bill.

27.5 Upon this Agreement being terminated by either party, as provided for under this Agreement, The Agent will write to The Tenant notifying him that The Agent is no longer acting as Agent for The Property or The Landlord and if appropriate informing The Tenant of who is now acting as agent or if The Landlord is acting directly. The Agent will provide The Tenant with The Landlord's contact details, if these have not already been provided, or where relevant, those of any new agent. The Agent must also advise The Tenant as to where the deposit is held.

28. Cooling Off Period

28.1 Should this Agreement be made in a place away from The Agent's business premises or online, The Agent can provide The Landlord with a 'Notice of Right to Cancel' Form. In these circumstances, The Landlord shall be entitled to cancel this Agreement within 14 calendar days of signing. To exercise the right to cancel, The Landlord must inform The Agent by clear statement of their decision to cancel before expiry of the cancellation period. The Landlord may use the Cancellation Form, write by post or email provided the instruction is clear.

28.2 Where Clause 28.1 applies, and The Landlord requires The Agent to carry out work before the end of the 14-day cancellation period, The Landlord hereby agrees to confirm this request, in writing, to The Agent.

28.3 Where Clause 28.2 applies, and The Agent wishes to recover costs for work undertaken during the cancellation period, The Landlord hereby consents to The Agent incurring these costs and agrees to reimburse The Agent for the reasonable cost in undertaking this work

29. Changing the agreement

29.1 This Agreement may be changed at any time by way of written agreement between The Landlord and The Agent.

29.2 The Agent shall be responsible for preparing the revised written agreement.

29.3 Notwithstanding Clause 29.1, if the changes to the Agreement are at the sole request of The Landlord, The Agent shall be entitled to charge The Landlord in respect of all expenses, including legal expenses, reasonably incurred by The Agent as a result of preparing a revised written agreement.

30. Whole agreement

This Agreement and any annex thereto, together with the Schedule of costs accompanying it, constitute the whole agreement between The Landlord and The Agent.

We have read and understood the Terms and Conditions stated herein and duly appoint The Agent. Parties agree to the registration of this contract in the Books of Council and Session for Preservation and Execution

SCHEDULE OF CHARGES

Fully Managed Service	£45 per month (plus VAT when VAT becomes applicable), payable when the rent falls due (whether paid or not by the Tenant) and deductible from the rent.
Professional Hourly Rate	£30 (plus VAT) per hour during office hours. £50 (plus VAT) per hour out with office hours.
Serving/Instructing service of Notices	£30 (plus any outlays i.e. Sheriff Officers' fees).
Insurance claim handling fee	10% (plus VAT); OR Agent's Professional Hourly Rate (whichever is higher)
New tenancy	£345 (plus VAT) + £100 if out with EH postcode area. Referencing and credit checking (external) £22.80 per person. Inventory (external) varies due to number of rooms and furnishings.
End of tenancy	£45 (plus VAT) + £30 if out with EH postcode area. Checkout (external) varies due to number of rooms and furnishings.
Termination Fee (Managed Let)	30 days' notice, No Exit Fees.

NOTE

All charges are subject to the current rate of VAT in force at the time the charges were incurred.

All charges exclude third-party costs and outlays (for example, removal costs, repair costs, legal fees etc.)

In terms of Clause 8.1, these charges will be subject to review from time to time.

APPENDIX 1:

Complaints Procedure

We are committed to providing excellent service across all aspects of the business, which meets our clients' reasonable expectations, but even so, sometimes issues can arise which give cause for complaint. If they do please let us know as soon as you can so we can make things right again.

Step 1

If you wish to complain about any aspect of our service or that of a contractor instructed by us on your behalf, you can do so by contacting Ryan O'Donnell in writing by email in the first instance who will acknowledge receipt within 2 working days prior to investigating and get back to you within 7 days.

Step 2

If our initial response does not provide the satisfaction you require, we would respectfully request that you provide us with written confirmation of the reasons for considering that we have failed to resolve the complaint. The complaint will then be reconsidered, and a final response provided within 21 days of receipt and will be our final stance.

Step 3

If this final decision does not resolve your difficulty, you may at that stage apply to one of our governing bodies below, once the internal complaints procedure has been exhausted. Please note that each body below has their set timescales that can range from 1 – 3 months to review evidence.

Tenants

Housing and Property Chamber First-tier Tribunal for Scotland

4th Floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB

Web: <http://www.prhpscotland.gov.uk> Tel: 0141 302 5900 Fax: 0141 302 5901

Landlords/3rd Parties

The Property Ombudsman

Milford House, 43-55 Milford Street, Wiltshire, SP1 2BP

Web: <http://www.tpos.co.uk> Tel: 01722 333306 Fax: 01722 332296