

MANAGEMENT SERVICE AGREEMENT

This management service agreement (the “**Agreement**”) is made between:

1. 1-2-let (Lettings & Sales Ltd) T/A 1-2-Let of 104 Bellgrove Street, Glasgow G31 1AA (“**1-2-Let**”);

Telephone No.: 0141550 8888:

Email: enquiries@1-2-let.co.uk

Letting Regulation Number: **LARN1901031**

and;

2.(the “**Landlord**”)

.....

3.(the “**Property**”)

The Landlord hereby instructs 1-2-Let to act as sole agents and to proceed with the letting of the Property under the following terms and conditions.

1-2-Let’s agency under this agreement will commence on the date of signature of this agreement (unless otherwise agreed) and will continue until terminated under the provisions of this Agreement. 1-2-Let’s appointment is subject to a minimum period of 12 months (the Initial Period) and will continue annually thereafter until terminated by the Landlord giving not less than two months’ notice in advance of and to coincide with the end of the initial Period or any continuation of it.

1. LETTING FEE

A fee of £199 plus VAT (£**238.80** inclusive of VAT) but excluding any outlays will be payable to cover the following:

- Initial photography/promotional video
- Advertising in our property listings (www.1-2-let.co.uk)
- Website advertising
- Erection of ‘To-Let’ board or Poster
- Accompanied viewings
- Tenant vetting
- Serving of statutory Notices prior to letting
- Preparation of Tenancy Agreement
- Advising the utilities and Council Tax office of a tenant moving in/out

2. MANAGEMENT FEE

Our management fee is 10% plus VAT (**12%** inclusive of VAT) (subject to a minimum fee of £45 plus VAT or £54 inclusive of VAT) of the total rent payable monthly when the rent falls due from the Tenant and is collected on receipt of rent from the Tenant. Please note that, unless a separate agreement is entered into, these terms will apply for all properties managed by 1-2-Let for the Landlord even if they are not named above.

The full management service includes the following:

- Monthly rent collection
- Organise tradesmen to carry out maintenance to the mutually agreed limit (unless instructed otherwise by the Landlord)
- Provide check out service and agree inventory and meter readings with incoming and outgoing tenants
- Carry out regular inspections of the property during the Tenancy
- Provide the tenant with dedicated point of contact for maintenance and account enquiries for the duration of tenancy

3. RENT INCREASES

Where a rent increase is suggested and proposed by 1-2-Let, 1-2-Let will charge a Rent Increase Fee of £25 plus VAT (£30 inclusive of vat) to cover the following:

- Appraising the market to establish current rental value
- Preparing and intimating the appropriate notice to increase the rent on any tenant(s)
- Applying any rent increase to the tenancy
- Considering opposition to any rent increase notice
- Liaising with rent officer regarding any provisional order and, if necessary, seeking reconsideration
- Considering any rent order made and preparing an appeal if necessary

Please note, Tenants have a right to refer any disputed rent increase to a rent officer, should the tenant refer it to a rent officer where landlord has requested an increase contrary to advice given by 1-2-Let, 1-2-Let will charge a Rent Dispute Fee of £40 plus VAT (£48 inclusive of vat) but exclusive of any outlays. This fee will cover the following:

- Considering opposition to any rent increase notice
- Liaising with rent officer regarding any provisional order and, if necessary, seeking reconsideration
- Considering any rent order made and preparing an appeal if necessary

No fees will apply for unsuccessful increases proposed at 1-2-Let's recommendation.

4. NOTICE TO TENANTS

Where the Landlord wishes to bring a tenancy to an end, 1-2-Let can serve the appropriate notices. In the event that 1-2-Let is instructed to do that, a Notice Fee of £40 plus VAT (£48 inclusive of vat) **but exclusive of any outlays (such as sheriff officer fees)** will be payable to cover the following:

- The preparation of the appropriate notices
- Serving or instructing service (where sheriff officers are used) of the notices • Taking the Landlord's further instructions on expiry of such notices

5. FIRST-TIER TRIBUNAL

In the event that the Landlord instructs 1-2-Let to proceed with an application to evict a tenant after the expiry of notices, 1-2-Let will charge a fee of £40 plus VAT (**£48** per hour inclusive of VAT) **but excluding any outlays**. 1-2-Let will prepare the appropriate form to evict the tenant and/or claim a payment order for sums due by the tenant (e.g. rent arrears). 1-2-Let will thereafter deal with any procedure in front of the First-tier Tribunal as the Landlord. In particularly complicated or unusual cases, 1-2-Let reserve the right to instruct solicitors on behalf of the Landlord, the cost of which will be borne by the Landlord.

6. END OF TENANCY

Our end of tenancy fee is **£95 plus VAT (£114** inclusive of VAT) **but excluding any outlays**. It covers the following:

- Full check out visit to the Property to finalise the tenancy (including utilities)
- Full inspection and cleaning check
- Deal with tenants and submit an application to the relevant Tenancy Deposit

Scheme at the end of the tenancy (subject to clause 13 and 49) in relation to repayment of and/or claims against the deposit.

7. EARLY TERMINATION

Where the undying tenancy is a Short assured tenancy only, should the Landlord agree with any tenant to release the tenant(s) early from any tenancy agreed by 1-2-Let, in addition to the End of Tenancy fee in clause 6 above, the Landlord will require to pay to 1-2-Let a sum equivalent to the remaining tenancy management fees (as determined by clause 2 above) including VAT for the initial period of the tenancy to be terminated or any extension (whether in separate writing or by operation of any Lease or Tacit relocation).

8. INVENTORY

1-2-Let will prepare (or arrange to have prepared on your behalf) a detailed inventory including photographs unless instructed otherwise in writing. The cost of 1-2-Let preparing such an inventory is detailed in clause 10 below. Although great care will be taken we cannot accept responsibility for error or omission unless any error or omission is brought to our attention by the Landlord within 5 days of being supplied with a copy of the inventory. 1-2-Let do not inspect attic or cellar spaces and as such nothing contained or left in these areas will be covered by any inventory prepared. Items left by the Landlord in any attic or cellar will therefore be entirely at the Landlord's own risk. Nor can 1-2-Let accept any responsibility for errors or omissions for inventories prepared by third parties including the Landlord themselves. Failure to prepare a proper inventory will prejudice any deposit repayment claim with an approved Tenancy Deposit Scheme.

9. RENT GUARANTEE

1-2-Let can provide the Landlord with a rent guarantee and legal expenses cover. This means that the Landlord will still receive payment of rent even if the tenant defaults (subject to conditions*). The cost of this is 2.54% plus VAT (**3.05%** inclusive of VAT) of the total rent payable monthly (whether paid by the tenant or not) - 1-2-Let will offer this service free of charge for the first 2 months of the first tenancy, if you wish to cancel the cover thereafter we require one month's written notice.

(*payments are subject to an excess equivalent to one month's rent and cover is limited to a maximum of 5 payments)

10. ADDITIONAL SERVICES REQUIRED

Please tick the additional service(s) you require

- Energy Performance Certificate Cost £75 plus VAT (**£90** inclusive of VAT)
- Gas Safety Certificate Cost £49.50 plus VAT (**£59.40** inclusive of VAT) (for up to 2 appliances)
- EICR (Electrical Installation, condition reports and Portable Appliance Testing) Cost £120 plus VAT (**£144** inclusive of VAT) for 1 or 2 bedroom property, £140 plus VAT for 3 or 4 bedroom
- Preparation of inventory (see clause 8) From £95 plus VAT (**£114** inclusive of VAT) Installation of smoke alarms (see clause 30 for details) Cost £60 plus VAT (**£72** inclusive of VAT) (per mains powered alarm)
- Legionella Risk Assessment (see clause 23 for details) Cost £75 plus VAT (**£90** inclusive of VAT)

11. SALE OF THE PROPERTY

Should, at any time after the commencement of the tenancy, unconditional contracts for the sale of the Landlord's property be exchanged with the tenant or any associated party, 1-2-Let will be entitled to a fixed commission of £750 plus VAT (**£900** inclusive of VAT).

12. JOINT OWNERS

Where the property is jointly owned, the Landlord warrants that he/she is authorised to give instructions on behalf of all joint owners and provide written confirmation of such authority if requested.

13. TENANT DEPOSIT

In terms of Tenancy Deposit Schemes (Scotland) Regulations 2011 you require to pay any deposit taken to an approved Deposit Scheme Provider (TD Scheme) as well as issue certain information to the tenant(s) all within 30 working days of the start of the tenancy. 1-2-Let will do that for the Landlord unless specifically instructed in writing not to by the Landlord. Failure to pay a deposit into a TD Scheme or issue the required information to tenant(s) may result in the Landlord being ordered to pay a sum equivalent to 3 times the original deposit to the tenant(s) as well as being ordered to pay the deposit into a TD Scheme. The deposit itself will be held by the TD Scheme and they will retain any interest earned on that deposit. At the end of the tenancy the Landlord should make an application to the TD Scheme for repayment of the deposit. This claim should set out the end date of the tenancy and what proportion of the deposit should be repaid to the tenant(s) as well as any claim against the deposit. If the repayment proposal is agreed, it will be repaid within 5 working days of notification of that agreement to TD Scheme. If the tenant(s) disputes the repayment claim then the dispute will normally be remitted to an independent adjudicator to decide the issue. Although the provision of Alternative Dispute Resolution (ADR) is free to users and will normally be covered by the End of Tenancy Fee, 1-2-Let reserve the right to charge an additional fee in the event that a dispute goes to adjudication, which will be calculated in accordance with Clause 49 "Agent's Time".

An Annual Fee of **£25 +VAT** (£30 inclusive of VAT) will be charged to cover administration of the Tenant Deposit Scheme.

14. MORTGAGE CONSENT

The Landlord warrants that permission to let has been obtained from his mortgage provider.

15. LANDLORD REGISTRATION

It is the Landlord's responsibility to register with the Scottish Landlord Registration Scheme and to advise 1-2-Let of the applicable Landlord and property references. It is a criminal offense to act as an unregistered landlord. Failure to provide the appropriate registration numbers may result in 1-2-Let being unable to market the Property until they are provided.

16. HOUSES IN MULTIPLE OCCUPATION (HMO)

If the Property and the management is classified as an HMO, it is the Landlord's responsibility to ensure that the Property is registered and has the necessary Licenses for use as an HMO from the relevant Local Housing Authority.

17. FINANCIAL SERVICES AND MARKETS ACT 2000

With the introduction of the Financial Services and Markets Act 2000, 1-2-Let can no longer deal with or administer insurance claims through a third-party insurer. To do so would now be a criminal act.

18. INSURANCE

The Landlord must have adequate buildings and contents insurance including cover for owners/landlord's liability for the duration of the tenancy and full details of this will be provided to 1-2-Let, 1-2-Let cannot accept responsibility for the adequacy of any insurance cover arranged.

19. FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988

The Landlord warrants that he/she is fully aware of the requirements of these regulations and the relevant amendments. The Landlord declares that all relevant furnishings in, or to be included in the property complies with these regulations.

20. GAS SAFETY INSTALLATION AND USE REGULATIONS 1998

The Landlord is fully responsible for ensuring that gas installations and gas appliances are maintained in good order before the commencement of a tenancy as well as throughout and checked for safety at least every 12 months by a GasSafe registered engineer. A property cannot be let without such a certificate. 1-2-Let can appoint a GasSafe regulated engineer to inspect all gas appliances and their installations and carry out any remedial work necessary. The cost incurred will be debited to the Landlords account.

21. ENERGY PERFORMANCE CERTIFICATES

In accordance with a European Union directive all properties let after January 2009 require an Energy Performance Certificate. An EPC is valid for 10 years. 1-2-Let can arrange this at the Landlords expense.

22. ELECTRICAL INSTALLATION CONDITION REPORT

A Landlord has a duty of care to ensure all electrical installations and any appliances supplied are safe. It is mandatory for the Landlord to have an Electrical Installation Condition Report (EICR) prepared for the Property at intervals of not more than 5 years (records must be kept for not less than 6 years). An EICR must also include a portable Appliance Test (PAT) for appliances supplied by the Landlord. PAT testing will likely be required more frequently than the EICR and the intervals will be determined by the recommendation in the last PAT. Accordingly, if not supplied by the Landlord for the beginning of any tenancy, 1-2-Let can arrange for an EICR and/or PAT to be prepared at the Landlord's expense. (see clause 10 for charges that apply).

23. LEGIONELLA

A landlord has a duty to control the risk of Legionella. As such all landlords require to carry out a risk assessment to identify and assess potential sources of exposure to a risk of legionella, and thereafter, where a risk has been identified to introduce a course of action to prevent or control any identified risk. Whilst the risk assessment can be carried out by the Landlord themselves, that is only the case where they are competent to do so. Alternatively the risk assessment can be done by a suitably qualified third party. If no risk assessment has been prepared, then one can be carried out on the Landlord's behalf and at their expense (see Clause 10 for Charges that apply).

24. OVERSEAS LANDLORDS FINANCE ACT 1955

Unless an exemption is received from the Inland Revenue, 1-2-Let is obliged by law to deduct tax from rent received on behalf of non-resident Landlords and pay it to the Inland Revenue on a quarterly basis. Joint owners must each have their own exemption. Exemptions are not transferable between agents. A fee of **£75** inclusive of VAT per annum is chargeable where 1-2-Let require to complete and submit a tax return to HMRC and the provision of information to Landlords.

25. TENANT SELECTION

Great care will be taken in selecting suitable tenant as well as confirming their identity and financial guarantors may be obtained where deemed necessary. Credit checks will be carried out on all UK tenants and guarantors (where possible to do so). However, we are unable to guarantee the suitability of tenants, timely rent payments or vacant possession at the end of the tenancy. We cannot be held liable by the Landlord for such events. Where a tenant fails or delays to pay rent, 1-2-Let will advise the Landlord of this in writing. This will normally be done after the 10th day a tenant is in arrears.

26. INSPECTIONS

1-2-Let will carry out regular inspections. They are not intended to be structural surveys or inventory checks. 1-2-Let cannot accept responsibility for hidden or latent defects. Nor will 1-2-Let inspect attics or cellars. Even where places are locked, 1-2-Let cannot guarantee that tenants will not access these spaces and accept no liability in the event that they do.

27. EMPTY VISITS

Many major insurance companies insist that regular visits are carried out on empty properties. In the event that you wish us to provide this service for you, we will be pleased to provide you with further details and a quote for this service.

28. APPLIANCES

The Landlord agrees that all appliances and apparatus in the Property are in full working order and any maintenance and snagging issues have been completed. The Landlord will also insure that manuals for all appliances and apparatus are left in the Property. Failure to supply appliance instructions may result in call-out charges to be paid by the Landlord, should the tenant be unable to use an appliance.

29. KEYS

A minimum of 3 sets of keys will be required. 1-2-Let retain 1 set for emergency access, maintenance and inspections. Each tenant will require 1 set of keys. If additional sets are required 1-2-Let will arrange copies at the Landlords expense.

30. SMOKE DETECTORS

The Landlord confirms that the Property has a working mains supplied hard-wired smoke detection system with a stand-by power supply. There should be a hardwired, interlinked smoke alarms in the room frequently used for general daytime living purposes, in every circulation space (e.g. halls and landings) as well as a heat alarm in every kitchen. The Landlord understands that any existing battery-operated systems should be replaced with a hard-wired interlinked system unless the Landlord can objectively justify (and prove where challenged) why a lesser level of protection is appropriate in a particular property. This is in compliance with the Repairing Standard set out in the Housing (Scotland) Act 2006. The Landlord will be liable for the cost of any replacement or upgrading.

31. CARBON MONOXIDE DETECTORS

The Landlord confirms that the Property (should it require one) has a working carbon monoxide detection system which complies with the current building standards. Where the Property requires such carbon monoxide detectors and the Property does not so comply, the Landlord will be liable for the cost of any installation, replacement or upgrading.

32. SERVING NOTICE

With short assured tenancies, subject to the minimum period of the tenancy agreement, the tenant must be given at least 2 months' notice to vacate the Property. The notice must tie-in with the tenancy 'ish' date. 1-2-Let require 12 weeks to enable proper service of notice on the tenant. It is the Landlords responsibility to give such notice of their wish to recover possession of the property, in writing and in sufficient time to 1-2-Let.

With Private Residential Tenancies (PRT) there is no minimum tenancy term and the Landlord can only bring a PRT to an end by relying on one of the Statutory grounds for possession. 1-2-Let can only serve Notice To Leave on tenants under such statutory grounds as cannot guarantee any grounds will apply.

33. TRANSFER OF RENT

On the date of entry, the tenant will pay the first month's rent (this may be apportioned, depending on the date of entry), plus the deposit. The rent will be paid to the Landlord on a monthly basis, and each payment, after deduction of our Management Fee, and any expenditure, shall be lodged with the Landlord's Bank or Building Society. Interim payments following late rental payments will only be made by request.

1-2-Let cannot pay rent to the Landlord unless cleared funds have been received. If rent is to be transferred internationally, there may be a small charge from the recipient's bank. Where a tenant fails or delays to pay rent, 1-2-Let will advise the Landlord of this in writing. This will normally be done after the 10th day the tenant is in arrears.

34. RENT STATEMENT AND INVOICES

1-2-Let will provide detailed rent statements for all rent received and will provide invoices on request for works carried out.

35. LANDLORDS BANK CHARGES

1-2-Let cannot be held responsible for any bank charges incurred by the Landlords bank due to rent payments being late or insufficient to cover the scheduled payments.

36. THE REPAIRING STANDARD

In terms of the Housing (Scotland) Act 2006 the Landlord requires to ensure that the property meets the Repairing Standard as laid out in Section 13 of that Act. That means that the Landlord has an obligation to ensure the following:-

- The property is wind and watertight and in all other respects fit for human habitation.
- The structure and exterior of the property are in a reasonable state of repair and working properly.
- The installation for supply of water, gas, electricity, sanitation, heating, and water heating are in a

reasonable state of repair and working properly (as long as the landlord has some form of responsibility to maintain these installations whether directly or indirectly).

- Furnishings supplied by the landlord under the tenancy can be used safely and for the purpose they were designed.
- That there is satisfactory provision for fire/smoke detectors.
- That there is satisfactory provision for the detection of carbon monoxide in quantities hazardous to Health

37. REPAIRS AND MAINTENANCE

1-2-Let will attend to day to day minor repairs and maintenance of the property and its contents. In the event of major repairs 1-2-Let will endeavour to consult with and take instruction from the Landlord. The

Landlord agrees to carry out or give instruction to carry out repairs or maintenance within a reasonable period of time. In the case of an emergency or when 1-2-Let considers it necessary, we will act in order to protect the Landlord's interest without consultation. The Landlord will be responsible for the cost of any repairs or maintenance carried out by 1-2-Let, or their appointed contractors. The Landlord agrees that if repair or maintenance is required, 1-2-Let will only contact the landlord should the repair or replacement exceed the sum of £150 (per job). If there are insufficient funds in the Landlord's account, 1-2-Let reserve the right not to instruct any works until sufficient funds are received from the Landlord. 1-2-Let cannot be held liable for any defective work or negligence by tradesmen instructed on the Landlord's behalf (unless such tradesmen are direct employees of 1-2-Let). Such matters fall to be dealt with by the Landlord direct with any such tradesmen. **1-2-Let will ensure that their regular tradesman have the necessary insurance and that their accreditations are up to date in order to comply with the Letting agent code of practice. Should a landlord appoint their own tradesman they must ensure that tradesman meets the necessary standard. 1-2-Let cannot be held responsible for any defective work or negligence by tradesmen instructed directly by the Landlord.**

38. TRANSFER OF UTILITIES

Where provided with the name of suppliers and utility account numbers, and only under the full management service, 1-2-Let will inform existing suppliers and the local authority of the tenant's name, date of entry and meter readings. Your signature to this agreement authorises us to contact utility providers and for them to disclose any information required to us.

39. ENDING THIS AGREEMENT

Either party may terminate this agreement by giving no less than three months written notice to coincide with the end of the Initial Period of our appointment, or at the end of a continued period. In addition to any Marketing fee due under clause 1, if the Landlord withdraws the Property after marketing has commenced and within 28 days of the date 1-2-Let are appointed, but where no Tenant has been found a **£90** inclusive of VAT Cancellation Fee will be due to 1-2-Let. Should the Landlord terminate this agreement once a tenant has been found but the tenancy has not commenced a **£180** inclusive of VAT cancellation fee will be due to 1-2-Let. Whether ended by the Landlord or 1-2-Let, upon termination 1-2-Let will confirm to the Landlord the date this agreement ends, any fees or charges due to 1-2-Let and arrangements for return of the Landlord's property (e.g. keys or safety certificates). 1-2-Let will also notify any tenants that they no longer act and provide contact details for the Landlord or any new letting agent instructed.

40. TERMINATION

The Landlord agrees that 1-2-Let reserves the right to terminate this agreement with immediate effect should the Landlord fail to comply with any laws or regulations governing leased property or fail to comply with 1-2-Let's Terms and Conditions as set out in this document. The Landlord also acknowledges that, where they fail to meet their legal obligations as a landlord or delay in complying with same, not only do 1-2-Let require to stop acting for them but that they have a legal duty to inform the relevant authorities of such failures and/or delays.

41. VACANT POSSESSION

The Landlord agrees to inform 1-2-Let in writing before the appropriate deadlines if the Landlord needs vacant possession of the Property and/or require termination of the lease. With short assured tenancies, if 1-2-Let has not received written instructions to end the lease by the legal deadlines, we will assume that you are happy to continue the lease under the same terms. 1-2-Let accepts no liability for extending a lease if it has not been advised otherwise. Where the tenancy is a Private Residential Tenancy (PRT), there is no fixed or initial term and the tenancy will continue until it is brought to an end by notice from the tenant or under the grounds for possession set out in the Private Housing (Tenancies) (Scotland) Act 2016 (2016 Act). Where the underlying tenancy is a PRT, 1-2-Let accept no liability for the continued occupation of any tenant where no grounds under the 2016 Act apply or none can be established to the satisfaction of the First-Tier Tribunal.

42. DATA PROTECTION (GDPR) AND PRIVACY POLICY

Personal data will be processed and handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice,

which can be found at: <http://www.1-2-Let.co.uk/privacy-policy/>

43. COMMUNICATION

Unless otherwise agreed, all written communication with Landlord by 1-2-Let is sent by email. Instructions from the Landlord(s) to the 1-2-Let regarding the Extension (where appropriate) or Termination of tenancy agreements, major repairs, changes to contact or banking information or detailing any other significant issue, should be made in writing, preferably by email to the address provided by the Landlord.

1-2-Let will, on occasion, either directly or through their trusted partners (insurers, mortgage providers, contractors etc.), contact Landlord with preferential industry related service offers. Please indicate by ticking the boxes if you agree to be contacted by:

- Email
- Telephone/Text

From 31st January 2018, 1-2-Let will be subject to the Letting Agent Code of Practice as set out in the Letting Agent Code of Practice (Scotland) Regulations 2016 (the Code). A copy of the Code can be provided to the Landlord on request and will usually be provided electronically.

44. MINIMUM SERVICE STANDARDS

1-2-Let will aim to respond to enquiries or requests from the Landlord or any tenants as follows:

- Non-emergency e-mails and calls will be acknowledged within 5 working days and responded to within 10 working days.
- Emergency emails and phone calls will be acknowledged within 2 working days and responded to within 5 working days.

If 1-2-Let is unable to respond in full within the timeframes outlined above, we will keep the Landlord or any tenant informed of when you can expect a response.

There may occasionally be circumstances out with 1-2-Let's control which prevent us from adhering to these timeframes:

- the office is closed for weekends or public holidays;
- adverse weather or sickness has led to staff shortages;
- we cannot respond in full without the input of a third party (e.g. contractor, landlord, tenant) who is not available;
- we cannot respond in full without visiting the rental property and the tenant is restricting access; • we cannot respond in full without the input of a key member of staff who is not available.

1-2-Let will not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

45. MAKING A COMPLAINT

If you ask us, we will tell you how to make a complaint and how quickly we will deal with it. 1-2-Let is a member of the Property Ombudsman (TPO) Scheme and if the Landlord is dissatisfied with the final decision in any complaint, it can be submitted to the TPO for review. 1-2-Let can provide contact details of the TPO if requested. 1-2-Let is also a member of ARLA Property mark. Contact details can be provided on request.

You may also apply to the First-tier Tribunal for Scotland (Housing & Property Chamber) if we have breached the Scottish Letting Agent Code of Practice and you remain dissatisfied once our complaints procedure has been exhausted, or if we do not process your complaint within a reasonable timescale. You can contact the Housing & Property Chamber at: -
4th floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB, Telephone: 0141 3025900. Details can be found at <https://www.housingandpropertychamber.scot>

1-2-Let is registered with the Scottish Letting Agent Register (registration number **LARN1901031**) and is required to adhere to the Scottish Letting Agent Code of Practice which can be found at: <http://www.legislation.gov.uk/ssi/2016/133/schedule/made>.

In accordance with the code we will retain (in electronic or paper form) all correspondence about a complaint for five years.

46. VAT

All 1-2-Let management fees and any other charges are subject to VAT at the prevailing rate.

47. TERMS OF BUSINESS

1-2-Let reserves the right to amend its fees and terms of business and the Landlord will be given 30 days notification of any such changes.

48. RIGHT TO LET

The Landlord agrees that they have unrestricted right and title to let the Property and the contents. The Landlord has produced a copy of the authority to let such as copy titles for the Property or power of attorney authorising them to act. Failure to do so may result in delays in marketing the Property. If 1-2-Let require to obtain such confirmation, before the Property is let, a further fee of **£40** plus VAT (**£48** including VAT) but excluding any outlays may be payable to 1-2-Let to obtain the required documents.

49. AGENTS TIME

The Landlord agrees that any task carried out with the scope of this agreement will be charged on a time and line basis. Currently £40 per hour plus VAT (£48 per hour inclusive of VAT), but excluding outlays).

50. INSTRUCTING SOLICITORS

Should the Landlord require 1-2-Let to instruct Solicitors on their behalf in relation to the Tenancy, any additional work (e.g. instructing Notice, providing documentation or general liaison) will be charged in accordance with Clause 49.

51. AMENDMENTS/VARIATIONS

This contract constitutes the entire agreement between the Landlord and 1-2-Let and supersedes all prior agreements, understandings, representations or communications between parties. No amendments or variations will have any contractual effect unless approved in writing by a director of 1-2-Let.

52. MAIL REDIRECTION

It is for the Landlord to arrange any redirection of mail from any property managed by 1-2-Let. Arranging redirection of mail for Landlords does not form part of 1-2-Let's duties under this agreement.

53. COOLING OFF TIME

In terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Landlord (where they are a natural person(s)) has the right to cancel this agreement for the provision of services within 14 days of signing without any charge or penalty (subject to charges for work instructed during the cancellation period as detailed below). In addition, any payments received from you will be reimbursed. To exercise this right to cancel, the Landlord must inform 1-2-Let of their decision to cancel this contract in a clear statement (for example a letter sent by post, a fax or an email). This can be done using the Model Cancellation form in terms of Schedule 3 Part B of those regulations, a copy of which has been provided with this agreement if it has been sent to the Landlord for signature. This right to cancel will not apply where this agreement has been signed at 1-2-Let's premises by the Landlord. Unless otherwise agreed 1-2-Let cannot therefore commence marketing of the Property until the 14-day cooling off period has passed. If the Landlord wishes 1-2-Let to commence immediate marketing of the Property, then please indicate where provided below. In those circumstances, all or a proportion of the Marketing Fee and

Management Fee to reflect work done on the Landlord's behalf during the cooling off period will be payable by the Landlord as well as any outlays incurred on their behalf to the point cancellation is intimated to 1-2-Let.

54. CLIENT MONEY PROTECTION AND PROFESSIONAL INDEMNITY INSURANCE

1-2-Let hold adequate Professional Indemnity and Client Money Protection insurance. Full details of which can be provided on request.

55. COMMISSIONS

During the course of our agency, from time to time we receive commissions from contractors and third-party service providers.

56. MISCELLANEOUS

The Landlord agrees that 1-2-Let have authority to do the following:-

- Erect a 'To Let' Board
- Sign all legal documents in connection with matters arising from this Agreement on behalf of the Landlord;
- Remove furniture, furnishings, electrical appliances, installations or gas appliances from the property which do not comply with the current safety legislation or the Repairing Standard and to replace them at the Landlords expense with a reasonable equivalent;
- Receive and retain any commissions from third party contractors/suppliers appointed by 1-2-Let in relation to the Property or Properties covered by this agreement; and
- Deduct any sums due to 1-2-Let (including but not limited to commission, fees or reimbursement of outlays) by the Landlord from sums held on account on the Landlord's behalf.
- Retain and commissions paid by third party contractors engaged by 1-2-Let for the Landlord during their management of the Property

I instruct and authorise 1-2-Let to act on my/our behalf in the marketing and management of this property. I have read and understood the Terms and Conditions as set out above and overleaf. I accept that in signing this document I am bound by its entire contents.

Please tick the box below to confirm that you wish 1-2-Let to commence providing the services as detailed within this agreement within the 14 day cancellation period as may be provided for under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

By ticking this box, you agree that you will be liable to pay all 1-2-Let fees and costs incurred in commencing the provision of the services up to the date of cancellation.

(Please tick to indicate agreement.)

Name of Owner 1

Signature 1

Date

Name of Owner 2

Signature 2

Date

Landlord Registration Number(s)

Signed for and on behalf of 1-2-Let:

Signed _____

Cancellation Form

If you wish to cancel the contract you **MUST DO SO IN WRITING** and send it to 1-2-Let as detailed above. You may use this form if you want to, but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

TO:

1-2-Let [insert full company name]

(insert office address and postcode of office)

[insert email address for office]

I/WE hereby give notice that I/WE wish to cancel MY/OUR

contract: Fully Managed Landlord Agreement in respect of my

property:

[Insert Let Property Address]

Signed

Date: _____

Name (Property owners Full name)

Address

(Homeowner_Address)