



## Property Management Agreement

This agreement is a legally binding document. If you are unsure of your obligations under this agreement you are free to seek independent legal advice before signing:

An agreement between:

1. **The legal owner  
(Full Name)  
Address**

to be known in all cases as the "Landlord"

2. The Managing Agents Byron Property Management Ltd Registered Address:  
Regus House, 4 Admiral Way, Doxford International Business Park,  
Sunderland, SR3 3XW

The Landlord appoints the Managing Agents to be their Managing Agents in respect of the Property referred to in the First Schedule together with any subsequent properties introduced during this agreement and to perform the duties set out below in accordance with the following terms:

### First Schedule

**RENTAL PROPERTY  
ADDRESS(ES)**

### **The Managing Agents agree with the Landlord:**

1. To actively market the property until suitable Tenants have been secured this is to include but is not limited to advertising across various medias including a "To Let" board which will be erected unless instructed otherwise.
2. To carry out referencing and vetting of any prospective tenant, including right to rent checks, to make recommendations to the Landlord as to the suitability of prospective Tenants and to agree the level of rent prior to granting a Tenancy. Such recommendations will include whether Byron Property Management Ltd consider that a Guarantor is needed for the Tenant and to carry out any required checks on the Guarantor prior to granting the Tenancy.
3. Prepare, execute and keep in placed the appropriate Tenancy Agreements, Notices and Deeds of Guarantee (if appropriate) in accordance with prevailing legislation and on the Landlords behalf.
4. Arrange the transfer of utilities and meter readings to the Tenants and notify the Council Tax authorities.
5. The Landlord confirms that he/she will keep the property in a good state of repair and make good and repairs to the property within a reasonable period of time having been notified by Byron Property Management Ltd that in their opinion the property is in need of repair that exceeds their authority in point 16 below.
6. The Landlord confirms that he/she will provide to Byron Property Management Ltd 2 full sets of keys to the property listed in the First Schedule.



7. The Landlord confirms that he/she appoints Byron Property Management Ltd as **sole** marketing agent unless otherwise specifically agreed in writing.
8. The Landlord confirms that he/she agrees to Byron Property Management Ltd deducting from rents any fees, commissions or expenses owed to Byron Property Management Ltd
9. The Landlord confirms that he/she on sale of a tenanted property listed in the First Schedule will inform Byron Property Management Ltd of the intention to sell and provide them with the details of the prospective new purchaser to allow a new Agreement to be entered into. For certainty the Landlord will remain liable Byron Property Management Ltd for their fees during the period of this Agreement unless and until a new Agreement is entered into with the prospective buyer.
10. The Landlord confirms that he/she will be responsible for the fixed sum of £495.00 if having agreed to accept a Tenant following Byron Property Management Ltd recommendation decides not to proceed with that Tenant prior to occupation of the property by the Tenant.
11. The Landlord confirms that if he/she finds a Tenant via another Agency without prior written Agreement they will pay Byron Property Management Ltd the sum of £495.00.
12. The Landlord confirms that Byron Property Management Ltd cannot be held responsible for any damage caused to the property by a vacating Tenant.
13. The Landlord confirms that he/she will be responsible for all of Byron Property Management Ltd fees, commissions and expenses lawfully incurred under this Agreement as outlined in the Second Schedule to this Agreement and attached hereto.
14. The Landlord confirms that he/she accepts Byron Property Management Ltd cannot be held responsible for any breach of their Tenancy Agreement by the Tenant
15. When the property is empty, we are not responsible for inspecting it. As a condition of your insurance the property may need to be inspected regularly. We can do this for you if you ask us to but there will be a fee for this.



**Second Schedule:**

**Our management fee is 10% plus vat of rent collected each month**

<b>LANDLORD FEES</b>	Incl Vat	Excl Vat
Tenant Find Fee (Managed)	£360	£300
EICR	£195.00	£195.00
Annual Tax Statement	£50.00	£41.66
Service of S21 Notice	£180.00	£150.00
Service of S8 Notice	£180.00	£150.00
Attending Legal Proceedings	£75.00	£62.50
CP12 & Service	£90.00	£75.00
CP12 Service & Legionella	£132.00	£110.00
EPC	£90.00	£75.00
EICR	£195.00	£195.00
Smoke Alarms	£15 plus £10 fitting = £25	£20.83
CO Alarms	£30 plus £10 fitting = £40	£33.33
PAT Tests	£60.00	£50.00
Completion of Benefits Form	£50.00	£41.66
Electrical Visual Inspection	£65.00	£65.00
Tenancy Renewal	£75.00	£62.50
Registration of Deposit	£30.00	£25.00
Release of Deposit	£30.00	£25.00
Attendance at Court	£75 ph	£62.50 ph
Selective License Application	£120.00	£100.00

All workmen instructed by this Agency understand that we act as Agent for the Landlord. The Contract is between the Landlord and the workman , not between the Agent and the workman. The landlord agrees that our view on whether works are completed in a satisfactory manner is final and binding. In the event of a dispute, we will try to resolve it between the parties. Where the dispute cannot be resolved, we will give each party the details of the other party”

**Notice to Cancel**

You have a 14-day cooling off period for when the contract is signed during a visit to you in your home, at your place of work, away from your premises or online. Where you wish the contract to begin before the end of the 14 day cancellation period you must confirm this request in writing.



### **Ending This Agreement**

Either party has the right to terminate this agreement in writing in the following circumstances

- Upon the tenant's vacation
- Or if the other party breaks any important term or condition of this Agreement during a tenancy where a breach has not been remedied within 30 days of written notice and monetary compensation is wholly inadequate, thereafter the Agreement can be terminated by either party giving the other 2 months written notice in line with rental payment due dates. In the event that the property is handed over with the tenants still in-residence charges will be payable as if Byron Property Management Ltd were then instructed on an introductory only basis where a fee of £350.00 will be payable (plus vat when applicable)
- We reserve the right to assign our rights

At the end of the notice period Byron Property Management Ltd will account to the Landlord for all sums due after deduction of all fees, commissions and expenses due to them under the terms of this Agreement and arrange for the return of any deposit held under the Deposit Protection Scheme.

In exceptional circumstances this Agreement may be terminated at the sole discretion Byron Property Management Ltd during the 1<sup>st</sup> 12 months of the agreement and all fees, commissions and expenses due to them under the terms of this Agreement are to be paid.

### **Variation Byron Property Management Ltd**

The fees shown in the Second Schedule will remain fixed however Byron Property Management Ltd reserve the right to vary the fees by serving on the Landlord a revised Second Schedule indicating a change of fees by giving 2 months written notice.



### **Money Laundering**

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

#### **List A: Proof of Identity**

- Full Passport
- Full Driving Licence

#### **List B: Proof of Residence**

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.
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If you are a public limited company, we will require a certified copy of the Certificate of Incorporation. If the company is not quoted, we require certified copies of any two of the following documents:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition, we need proof of identity and residence of one of the directors of the Company.

### **CMP**

We are members of CMP - Client Money Protection

### **The Property Ombudsman**

We are members of The Property Ombudsman [www.tpos.co.uk](http://www.tpos.co.uk)

The Property Ombudsman Ltd, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP Tel 01722 333 306

### **The ICO**

We are members of the ICO [www.ico.org.uk](http://www.ico.org.uk)

### **Deposit Protection**

We are member of the DPS [www.depositprotection.com](http://www.depositprotection.com)



## **Privacy Notice**

### **Data Protection Act 1998**

In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

Please read our full privacy notice on our website [www.Byron Property Management.com](http://www.Byron Property Management.com) which explains this in more detail.

## **IMPORTANT**

### **Safety Legislation**

#### **The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993**

It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

#### **Electrical Equipment (Safety) Regulations 1994**

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations, there will be an administration charge as shown in Schedule 1 in addition to the cost of the safety check itself.

#### **Gas Safety (Installation and Use) Regulations 1998**

It is a criminal offence to let Premises with gas appliances, installations and pipework that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be an administration charge as shown in Schedule 1 in addition to the cost of the GSC. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor, we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises, it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the



Regulations. Gas Safe now recommends that a carbon monoxide detector is installed in all properties.

### **Part “P” Building Regulations (Electrical Safety in Dwellings)**

From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor, we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises. All properties must hold a valid EICR certificate from a qualified electrician.

### **Smoke Alarms**

Under current legislation being the Building Regulations 1991, it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back up. If battery operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy.

### **Carbon Monoxide Alarms**

It is not the law that carbon monoxide alarms are fitted to premises yet (we understand this will become a legal requirement from October 2022) However, we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing.

### **Energy Performance Certificate (“EPC”)**

All properties going on the market for letting must have an EPC. The Landlord must provide us with an EPC when first giving instructions. The Premises cannot be marketed without an EPC as the first page must be provided to the applicant with written instructions. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC subject to the charge shown in Additional Services as well as the cost of the EPC.

### **Landlord Checks for Legionella**

Landlords are under a duty to ensure that the risk of exposure to tenants, residents and visitors by Legionella is properly assessed and controlled. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy. If you use your own contractor, we will need proof of their competency. We have no liability if the Landlord fails to comply with the Regulations.



*I/we confirm that the information provided on this application is true and accurate and that I/we are the legal owners of the property(ies). I/we confirm that I/we have raised any concerns with Byron Property Management Ltd and I/we understand that any contract obtained with false information can be terminated. I/we understand that I/we have 14 days from the date of application to cancel this agreement.*

Signed:

..... The Landlord

..... The Landlord

..... For and behalf of Byron Property Management Ltd