



TERMS OF BUSINESS

MARKET APPRAISAL

We will arrange to visit your property to assess the suitability for letting and advise you on the potential rental income achievable. We will also provide a checklist of all the necessary legal requirements and discuss any repairs/maintenance that may be required

ANTI MONEY LAUNDERING & CUSTOMER DUE DILIGENCE

Gibbs Property Management will use electronic verification to verify identification and proof of address. This will be carried out at the start of our business agreement with you. The information we hold will be available on request.

REFERENCING:

Due to law changes that took place in June 2019, we are not permitted to charge tenants administration/referencing costs. We will, however, undertake a comprehensive financial reference check (i.e., to ascertain credit scores, possible bankruptcy, CCJ's and adverse credit history), employment and current Landlord reference (if applicable) via our referencing company Canopy HQ. The cost for this service will be incorporated within our fees which are clearly noted below.

Accountants for self-employed clients may well charge for any service they provide, and we will ask the tenant to cover this cost as a direct payment.

Whilst every effort will be made by Gibbs Property Management Ltd to ensure that any tenancy is conducted in accordance with their own policies, Gibbs Property Management Ltd cannot be held responsible for any tenant found to be unsatisfactory.

FEES AND COMMISSIONS – all subject to VAT @ 20%

Fully Managed – An initial set up fee is applicable for every new tenancy. This will equate to 35% of the first month's rent. This covers advertising, referencing (please see above), contracts and associated paperwork, inventory, deposit submission and utility transfers. Commission is charged at 10% on a monthly basis and will be deducted from the first month's rent and each month thereafter. The agreed management fee will be inserted on the Property Management Form prior to signing.

At the end of the initial fixed term of 6 months, the Tenant's contract will automatically become a periodic tenancy.

However, should you, the Landlord, wish to issue a further fixed term contract, a charge of £50.00 will be made as a renewal fee. At the end of a tenancy, a check out fee of £50.00 will be charged

Introduction Only – advertising and the securing of a tenant, all associated documents including referencing, inventory preparation, deposit submission and utility transfer. All responsibilities after this initial involvement revert to the Owner. Rental payments are made direct to the Landlord and maintenance issues are also dealt with by the Landlord.

Fees operate on a sliding scale basis and are noted as follows:

- 1 bedroom - £325.00
- 2 bedroom - £395.00
- 3 bedroom - £425.00
- 4+ bedrooms - £495.00

Please note – If you require us to carry out a final check out at the end of the tenancy, an additional £50 will be charged

Landlord's Support Service – we offer a range of options as part of our Landlord's Support Service. This service is designed for those who require assistance with specific elements of the letting process but would still like to retain control of their affairs.

Please see fees below

- Drawing up Tenancy Agreements, Associated Paperwork and submission of Deposit to DPS - £175.00
- Drawing up Tenancy Agreements – £120.00
- Arranging Gas Safety Certificates, Legionella Risk Assessments, Energy Performance Certificates and Electrical reports (if required) - £50.00 or £20.00 each (Please note, this fee is for arrangement only and does not cover the cost of the associated reports)
- Inspection and written report of findings - £50.00
- Preparation of an Inventory - £150.00
- Check out when tenants leave property (signed Inventory must be in place) - £50.00
- Submitting of deposits and issuing prescribed information - £40.00 per deposit
- Maintenance arrangements - £30.00 per Contractor involved
- Eviction advice - £50.00 per hour excluding any Court Fees
- Post tenancy assistance or information - £30.00 per hour not including any remedial works if required
- Vacant property visit service - £20.00 per visit
- Tenant Find Only – 35% of the first month's rent
- Rent review fee - £50.00

LOCAL HOUSING ALLOWANCE/UNIVERSAL CREDIT TENANTS

If you have agreed to accept a tenant who is in receipt of Local Housing Allowance/Universal Credit, please be aware that the payment structure may not match the monthly rental cycle. Payments are made direct to the tenant and they will be responsible for paying the rent in full. The tenant may request to change their rent day to a more convenient date if agreeable with you, the Landlord.

PERSONAL INTEREST

We will declare to any prospective tenants if you are related to or are connected in business to any member of staff at Gibbs Property Management Ltd

TENANCY AGREEMENTS

An Assured Shorthold Tenancy Agreement will always be drawn up for any habitable property along with any associated notices. Tenancy agreements can also be drawn up for garages, swimming pools etc. Any Agreements will be signed by Gibbs Property Management Ltd on behalf of the Landlord

ABBORTIVE COSTS

If a tenancy has been agreed with you and there is an instruction in place to proceed with the agreement and you then withdraw from this transaction, you agree that you will:

- Pay us £150.00 + VAT to cover administration costs within 10 working days of withdrawal date

INVENTORIES

A detailed Inventory/Schedule of Condition will be prepared prior to the commencement of the tenancy by Gibbs Property Management Ltd. This will contain text, photographs, meter readings and number of keys supplied. The tenant will be given the Inventory on commencement of the tenancy and asked to make any amendments they feel necessary. They will need to sign and return this to us within 7 days and a copy will be held by us (Fully Managed) or sent to you (Tenant Find only or Landlord Support)

DEPOSITS

Any tenancy we arrange, we will take a deposit equivalent to 5 weeks rent. If you are already registered with a deposit scheme, we will transfer the deposit to you for submission but will require proof of this transaction.

UTILITIES

Gibbs Property Management Ltd will provide the tenants with the details of any relevant utility companies and the local Council when the tenancy commences to enable new accounts to be generated

HOUSE OF MULTIPLE OCCUPATION

A property is defined as an HMO if there are at least 3 tenants living there, forming more than one household and sharing toilet, bathroom or kitchen facilities with other tenants. It would be considered a large HMO if the property is at least 3 storeys high and has at least 5 tenants living there forming more than 1 household sharing facilities.

There are additional responsibilities for HMO Landlords which can be discussed

PERSONAL ITEMS LEFT IN PROPERTY

We strongly advise that you remove any personal items and items of sentimental value from the property before a tenancy commences. Garages, lofts and outbuildings should also be cleared, with the exception of any agreed items i.e. gardening equipment

ACCESS

You may only gain access to your property during an active tenancy by prior arrangement with the Agent/Tenant and we will not be responsible for arranging access for any other person acting on your behalf. Unannounced and unplanned visits are not permitted

PAYMENT FOR REPAIRS

In the event of an Emergency, repairs requiring immediate attention will be authorised by us in order to prevent further damage. We will then seek Landlord approval to complete any additional works required to rectify the problem. Any costs for repairs or maintenance will be deducted from the next rental income and itemised on their Statement unless the Landlord instructs us otherwise or if the costs are greater than the rental income

PAYMENT OF BILLS

During void periods, we will pay any specific bills that you are responsible for such as Council Tax and Utilities from your rental income. If such funds are not readily available, a request will be made by us for the necessary monies. The Landlord will compensate Gibbs Property Management Ltd for any reasonable costs incurred by them in relation to keeping the property safe and secure for the duration of the contract period

INSPECTIONS

If your chosen package includes Inspection visits, these will be undertaken at regular intervals throughout the tenancy to ensure the property is being looked after. We cannot be held responsible for any hidden defects within the structure of the building. Any visible defects will be noted and reported

WEAR AND TEAR

The Landlord will agree to Gibbs Property Management Ltd professional opinion on what constitutes reasonable wear and tear.

CREDIT/DEBIT CARD CHARGES

Any payments to us made by credit/debit cards will attract the handling charge levied by the card organisation and will be payable by the client

DATA PROTECTION

In respect of all data held on the Landlord, the property, and the tenant, we may share this with utility companies and our trade's people.

LANDLORDS RIGHTS, OBLIGATIONS AND LEGAL REQUIREMENTS

- The Landlord has the right to charge market rent
- The Landlord has the right to agree the terms of the tenancy
- The Landlord has the right to receive rent when it's due
- The Landlord must be available at all times to discuss maintenance issues and repairs. If no response is received within 48 hours, we will proceed with the necessary repairs having made all reasonable attempts at communication by telephone or email
- Permission must be sought from the Mortgage Lender (if required) prior to the letting of any property
- The Landlord should ensure that the property has the correct Buildings and Contents Insurance Policy in place for the purposes of rental
- The Landlord is required to provide a current and valid Energy Performance Certificate before the marketing of any rental property
- The Landlord must supply a copy of a valid Electrical Installation Certificate
- The Landlord has a legal obligation to ensure that working smoke alarms are present in the property with a minimum requirement being Entrance Halls and Landings. Properties constructed after 1992 must have mains powered inter-connected smoke alarm systems
- The Landlord must provide instruction manuals for central heating systems, hot water systems and any appliances that have been left in the property
- The Landlord must ensure that a carbon monoxide detector is placed in all rooms that have solid fuel appliances or an open fire
- The Landlord is required to provide a current and valid gas safety certificate before the property is tenanted and renew this annually
- The Landlord has a responsibility to provide a copy of a Legionella Risk Assessment report or authorise us to instruct a suitably qualified person to carry this out on the Landlords behalf
- To ensure that the property has secure and functional windows and door locks
- To provide 1 set of keys per tenant
- To notify HMRC that you are letting a property and to make the relevant tax returns
- To ensure that the property is in a good state of repair both internally and externally
- The Landlord must ensure that they comply with all current and relevant legislation and must not illegally harass or evict a tenant

- If the property is furnished, all furnishings must comply with the Fire Regulations 1998 Act

TENANTS RIGHTS AND RESPONSIBILITIES

- To reside in a safe property that is in a good state of repair
- Have their deposit protected for the duration of the tenancy and any deposit returned in accordance with the terms of the chosen deposit scheme
- To be able to challenge excessively high charges
- Tenants have the right to know who their Landlord is
- To be provided with an Energy Performance Certificate for the property
- To be treated fairly in regard to eviction and rent
- Any tenancy agreement should comply with the law
- Tenants must give the landlord access to the property to inspect it or carry out repairs. Your landlord has to give you at least 24 hours' notice and visit at a reasonable time of day, unless it's an emergency and they need immediate access
- To take good care of the property and act in a responsible manner
- To pay rent at all times even if you are in a dispute with your Landlord or the property is in need of repair
- To pay other charges in relation to the property ie council tax
- Make arrangements to repair any damage caused by yourself, your family or guests
- Subletting a property is not permitted unless previously agreed with the Landlord
- Your landlord has the right to take steps to evict you if you don't meet your responsibilities

COMPLAINTS HANDLING PROCEDURE

If you have a complaint regarding the service we have provided, you must put any concerns in writing to Gibbs Property Management Ltd at the following address:

Suite 103A, Queens House, Queen Street, Barnstaple, Devon, EX32 8HJ

Your correspondence will be acknowledged within 3 working days. The matter will then be investigated, and a full response sent to you within 15 working days

RIGHT TO TERMINATE YOUR AGREEMENT

If the Landlord wishes to terminate any agreement with Gibbs Property Management Ltd a calendar month written notice will be required. Our liability will cease at close of business on the last day of the notice period and all responsibilities will revert back to the Landlord.

THE SALE OF YOUR PROPERTY TO A TENANT

If a tenant expresses an interest in purchasing your property and we/you are able to negotiate and agree an acceptable sale price, Gibbs Property Management Ltd will be entitled to an 'introduction fee' of £500 plus VAT upon completion.