

roman city property management

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ROMAN CITY PROPERTY MANAGEMENT AGREEMENT

This agreement is made between the Landlord of the property (as named on the RCPM6 form) and *ROMAN CITY PROPERTY MANAGEMENT* acting as agent for the Landlord and hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged.

STANDARD MANAGEMENT SERVICE

ROMAN CITY PROPERTY MANAGEMENT provides a property management service to owners wishing to let out their property. The standard fee for management is taken as a percentage of the gross rents due for the period of the tenancy, with an additional fee of £50 being levied at the outset of new business.

The Standard Management Service includes:

1. Assessing your property and advising as to the likely rental income in current market conditions.
2. Advertising and marketing your property in our office and on our website at both University of Bath and Bath Spa University.
3. Interviewing prospective tenants and matching your property to suitable applicants.
4. Preparing the Tenancy Agreement relevant to the Rent and Housing Acts and renewing the Agreement where necessary at the end of Term.
5. Liaising with a Landlord's mortgagees where necessary with regard to the Tenancy Agreement.
6. Arranging for the preparation of a full inventory, by an independent inventory company, in time for the start of the tenancy. This will assist with any arbitration in the event of a dispute arising regarding deposit deductions at the end of the tenancy.
7. Taking a deposit from the tenant, to be held by the Agent under the Deposit Bond Scheme until the end of the tenancy.
8. Collecting the rent and paying over to the Landlord monthly (normally sent within 8 days of collection) less any fees or expenses due or incurred for the period, i.e. summer utility bills, ground rent etc. Payments will be made by direct bank transfer together with a detailed rent statement.
9. Taking meter readings, namely gas and electricity, and providing the relevant utility company with readings and names of tenants.
10. Making payments on behalf of the Landlord from rents received for works carried out by our contractors instructed by the Agent on behalf of the Landlord.
11. Regular inspections of the property are carried out on a quarterly basis. Responsibility for, and management of an empty property is not included, and will only be carried out by special arrangement and an additional one off payment per visit.
12. Carrying out a full property inspection and inventory check at the end of the tenancy and advising on matters relating to unfair wear and tear. Any charges made against deposit by Landlords must be supported by a written invoice.

13. Moving in tenants including handing over keys, signing of inventories, giving copies of the gas safety and accreditation certificates together with any additional information supplied by the Landlord in respect of boiler instructions etc appertaining to his/her property.

14. Taking initial telephone calls with regards to maintenance issues arising during the tenancy. We will assist, if required, or a landlord may chose to use their own sub contractors.

15. At an additional cost of £50 each the Agent can arrange for check ins and check outs should the Landlord not be available at the start or termination of the tenancy providing our inventory is used for those Landlords using our Part Management Service.

Additional items and other expenses will be charged according to the scale of fees defined below.

Although the aim is to take every care in managing the property, *ROMAN CITY PROPERTY MANAGEMENT* cannot accept responsibility for non-payment of rent or other default by tenants, or any associated legal costs incurred in their collection. An insurance policy is recommended for this eventuality.

Scale of Fees

Standard Management Fee:	10%
Reduced Management fee	7.5%
Overseas Landlord Management Fee:	12%
Letting Only	5%
New Business Set-up Fee:	£50
Faxes:	£2 per A4 sheet
Amendments to bank details:	£7.50
Copy of monthly statements	£2.50 per copy
Preparation of Inventory:	£50
Duplication & testing of extra keys:	£5
Check Ins or Outs	£50 each
Deposit Handling Fee	£30 per prop.
Deposit handling fee for 7.5% landlords	£40 per prop.
Deposit handling fee fro 5% landlords	£50 per prop.

GENERAL AUTHORITY:

The Landlord confirms that he/she is the sole or joint owner of the property and that he/she has the right to rent out the property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various duties of property management as detailed previously. The Landlord also agrees that the Agent may take and hold deposits on behalf of the Landlord. It is declared that the Agent may earn, from time to time, commissions on insurance policies issued.

INDEMNITY:

The Landlord agrees to indemnify the Agent against any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

MAINTENANCE:

The Landlord warrants that the property is made available in good and lettable condition and that the property, beds, sofas and all other soft furnishings all conform to the current fire safety regulations. The Landlord agrees to make the agent aware of any ongoing maintenance problems. Subject to a minimum expenditure limit up to a value of £100, the agent will endeavour to contact the landlord when any maintenance issue is raised. However, if that is not possible for any reason, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the property.

It is agreed that in an emergency or for reasons of contractual necessity, where reasonable endeavours have been made to contact the Landlord, the Agent may exceed the limits specified. The Agent endeavours to select competent tradesmen at a reasonable price, but is unable to personally guarantee the standard of workmanship or any liability arising, although the Landlord retains the right to pursue any claim against appointed tradesmen for substandard work.

By law, it is necessary to carry out an annual inspection of any gas appliances. The Agent will instruct a CORGI installer, on the Landlord's behalf, to administer the necessary inspection and maintenance records unless otherwise advised by the Landlord in writing.

OVERSEAS RESIDENTS:

When letting property and collecting rents for overseas Landlords, the Agent is obliged by the Taxes Management Act (TMA) 1970 & Finance Act 1995 (or under similar powers of any future tax legislation) to deduct monies (currently equivalent to 22% of the gross rents) to cover any tax liability. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and administration expenses may be charged by the Agent for further work requested by the Landlord, the Landlord's accountant or the Inland Revenue in connection with such tax liabilities. In many cases, Landlord's tax liability is minimal when all allowable costs are deducted.

COUNCIL TAX:

We will ensure that B.A.N.E.S. Council is informed that your property is occupied by students, where applicable, and that appropriate exemption from Council Tax is obtained.

SERVICES:

The Agent will take meter readings of gas and electric, whenever possible, at each change of occupation in the property and inform the service companies (electricity and gas) of these readings and change of occupation. The water and sewage charges are sole responsibility of the Tenant. All tenants now require internet connection as a standard in a property. All landlords should ensure this is available. Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not possible to rely on tenants to forward mail.

INVENTORY:

The Agent will instruct an independent company to take an inventory for the property. The inventory service also includes a full schedule of condition (walls, doors & fittings etc.) and is fully supported by digital photographs. Items of kitchenware, crockery and cutlery should not be left in the property. Landlords should not leave any items of exceptional or personal value in the property.

LETTING AGREEMENT:

The Standard Management Service includes the preparation of a letting agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society. It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

INSPECTIONS:

Under the Standard Management Service, the Agent will normally carry out inspections quarterly starting after the first month. It is not the intention to check every item of the inventory at this stage; the inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the property.

This would include inspecting the main items (carpets, walls, cooker, main living areas and gardens.) Where these were felt to be unsatisfactory, a more detailed inspection would be made. Following the departure of tenants, a final inspection of the property is carried out by the Agent. Testing of the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord together with any recommendation for upgrade and enhancement to the property.

DEPOSITS:

Upon signing the tenancy agreement, the Agent will take a deposit from the tenant(s) in addition to any rents due. These deposits are now subject to new legislation. There are basically two options for holding deposits, firstly a government scheme, "custodial" and secondly "insurance" based schemes which allow the Agent to hold the deposit on behalf of the Landlord. Should any dispute arise then there is a process of adjudication, namely, the Alternative Dispute Resolution. We, as members of ARLA, have chosen their scheme which is governed by the second option.

TERMINATION:

This agreement may be terminated by either party by way of three months written notice. A placement fee equivalent to one months rent will be payable where the Landlord intends to continue letting to tenants introduced by the Agent after the termination of this agreement. Additionally should the property be sold to a Landlord who does not wish to continue with our services for the duration of the current tenancy agreement, the placement fee of one months rent will be charged to the original Landlord.

The Landlord shall provide the Agent with any requirements for return and repossession of the property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated on to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is two months (should the contract allow for early termination). This needs to be given even in the case of a fixed term tenancy which is due to expire. However most of our contracts are for a fixed term ending on 30th June and no early termination can be achieved as any noticed served would be invalid.

SAFETY REGULATIONS:

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the type of any furniture and soft furnishings that are also provided. The following regulations apply:

- Consumer Protection Act 1987
- Furniture and Furnishings (Fire)(Safety) Regulations 1988, amended 1993
- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets etc. (Safety) Regulations 1994
- Gas Safety (Installation and Use) Regulations 1998
- Smoke Alarms and Fire Safety

The Landlord confirms that he/she is aware of these obligations and that the Agent has provided sufficient information (via explanatory information sheets entitled "Regulations for Rental Property" available on request) to assist with compliance. We would point out that these are guidelines and not in any way definitive. It is agreed that the Landlord shall ensure that the property is made available for letting in a safe condition and in compliance with above regulations.

The Landlord agrees to indemnify the Agent against any expenses or penalties that may be suffered as a result of non-compliance of the property to fire and appliance safety standards.

The Landlord should leave instructions for all appliances at the property, preferably in a file, that has been appropriately marked.

INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting, be confirmed to the Agent in writing.

SALE OF PROPERTY:

In the event of a party introduced by the Agent (or any person or body corporate associated with that party) subsequently purchasing the property, whether before or after entering into a Tenancy Agreement, commission of 0.5% of the total sale value shall be payable by the Landlord to the Agent on completion of the sale.

VALUE ADDED TAX:

VAT is added to our management charges at the appropriate rate.

INSURANCE:

The Landlord shall be responsible for the property being adequately insured and that the insurance policy covers the situation where the property is let to student tenants. The insurance company should also be informed that the property is empty during July and August.

LEGAL PROCEEDINGS:

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor would then be appointed and instructed by the Landlord (except where the Agent is unable to contact the Landlord, in which case the Agent is authorised to instruct a solicitor on the Landlord's behalf.) The Landlord is responsible for payment of all legal fees and any related costs.

LETTING ONLY SERVICE

Where the Landlord does not wish the Agent to undertake full management, the Agent can provide a Letting Service. The Letting Service includes only parts 1 to 6 of the Standard Management Service as listed above. The fee for the Letting Service is 5% of the gross rental for the term of the tenancy subject to a minimum fee of £500.

The fees are payable once the Tenancy agreement has been correctly signed and the deposit has been collected. If the tenant leaves prior to the end of the term of the Tenancy, the Landlord shall not be entitled to reimbursement of any fees paid.

PART MANAGEMENT SERVICE

Where the Landlord requires a reduced service and will undertake various management duties him/herself a charge of 7.5% will be deducted from the landlord account. The agent will carry out parts 1 to 10 of the Standard Management Service as listed above.

FIRST YEAR SCHEME

We have an agreement with Bath Spa to provide accommodation for their first year overspill students. These tenants are usually "first time away from home" and as such need additional management. We have therefore agreed that we will only take landlords whose properties fall under our Fully Managed criteria at 10%.

ROMAN CITY PROPERTY MANAGEMENT

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GUIDE TO LANDLORD REGARDING REGULATIONS AND LEGISLATION FOR RENTED PROPERTY

Please note that the following is advisory and for further information the landlord should consult a solicitor or carry out his own investigations. The Landlord is obliged to ensure that the property he is letting is safe and that he has carried out his obligations under "duty of care". Furthermore the Landlord should ensure that he has adequate Public Liability insurance.

GAS SAFETY INSTALLATION & USE REGULATIONS 1998

Landlords are required to ensure that any gas appliance, pipes, valves, meters, flues, appliances and regulators are safe. For this purpose we carry out an annual check by a CORGI registered installer and he provides us with a certificate, a copy of which is given to the tenant on Move In. No other engineer other than one registered with CORGI can be used. The Landlord is invited to use his own installer but certificates must be in the office one week prior to the old certificate running out. We will then have time to instruct our installer and comply with Regulations.

Landlords should ensure the following:

1. There must be adequate ventilation in rooms with gas appliances, i.e. air vents.
2. No gas appliance with an open flue may be situated in a bedroom, bathroom or shower room.
3. Records of gas appliances should be kept by the landlord and a copy of the Gas Safety Certificate must be given to the tenant. These certificates should be kept for a period of two years.
4. Any gas faults must be reported to the Landlord and Tenant and any dangerous appliance must be disconnected.

ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

Unlike the gas certificate testing of all wiring is not mandatory but we strongly advise that all wiring is subjected to an NICEIC inspection and any faults found should then be rectified. The Landlord has a duty to ensure his property is safe and does not endanger his tenants. Under the Consumer Protection Act 1987 and the Plugs and Sockets etc. (Safety) regulations 1994 there is an obligation to ensure all equipment is safe.

Landlords should ensure the following:

1. An Electrical safety check carried out by an NICEIC or ECA approved electrician should be carried out on the fixed wiring and a certificate will then be issued.
2. Regular testing as per the certificate date is required.
3. Do not purchase second hand electrical appliances.
4. Instructions are available for all appliances in the property.
5. All white goods should be in good repair and clean and free from corrosion.
6. All unnecessary electrical appliances should be removed from the property.

The Landlord must take all reasonable steps to show due diligence and he has carried out his duty of care.

ENERGY PERFORMANCE CERTIFICATE (EPC) 2008

Please note as of October 2008 it is now mandatory for a property to be certified for energy performance. We must be in receipt of a valid EPC in order to let your property. If you do not have one this can be arranged. The cost of a survey will vary according to the number of rooms of your property (please see below). Finally in addition there will be a £20 arrangement fee.

4 rooms and below	: £76.38	7 rooms	: £94.00
5 rooms	: £82.25	8 rooms	: £99.88
6 rooms	: £88.13	9 rooms	: £105.75

THE FURNITURE & FURNISHINGS (Fire) (Safety) REGULATIONS 1998 - Amended 1993

Furniture should comply with these regulations which means that it is resistant to fire and passes the ignitability test, i.e. when a lighted match or cigarette is placed on the item.

Items covered include:

All upholstered furniture, three piece suites, beds (including bases) headboards and mattresses
Sofa beds, loose covers, cushion and pillows (the latter should be removed where possible)

All furniture should have a permanent label that clearly states it has passed the ignitability test. The label on beds and mattresses should state that they are fire resistant and comply with BS 7717.

Furniture not covered by the legislation include:

Carpet, curtains, mattress covers and furniture made before 1950.

SMOKE ALARMS & FIRE SAFETY

All Accredited properties will have interlinked smoke alarms fitted together with fire blankets and fire extinguishers and these are inspected by our contractors on an annual basis and certified accordingly.

Larger premise will need full fire alarms as dictated by Licensing requirements and these too are tested annually and certified. Landlords may opt to call in their own contractors and will therefore give the Agent a copy of the certificates.

The Regulatory Reform (Fire Safety) Order 2005

This Order places a responsibility on the landlord to ensure a risk assessment is undertaken and appropriate fire precautions are in place with regard to the common parts of houses in multiple occupation. Please note this does not apply to shared houses but applies to common areas of buildings containing flats or bedsits.

The case of shared houses is still covered by the landlord's obligations under "duty of care". In the respect of fire safety this includes explaining where fire safety equipment is located, as well as a written plan of fire exits for the property stored on location i.e. next to fire alarm panel or in the common hall.

ACCREDITATION & LICENSING

We work very closely with the officers of Bath and North East Somerset to ensure that all our properties are fully licensed (in lines with recent HMO legislation) and that all our other properties are accredited. This is a voluntary scheme for landlords but it ensures that a landlord has taken all steps to ensure that his property is safe and he has complied with his duty of care obligations.

An accreditation certificate is issued when the Council is in receipt of gas safety certificate, NICEIC/NCA electrical testing certificate and minimum fire regulations have been completed. A grant is available for fire equipment and we undertake to visit the property with the accreditation officer in order to obtain grants on your behalf and ensure these works are completed. A star system is also in place - the property can be one, two or three star rated, which refers to the security of the property. Again we visit the property with the appropriate officer and obtain the relevant grants. These would include upgrading locks, provision of door viewer, letter box cover, door chain etc.

Both universities advertise accredited properties ahead of releasing the general accommodation list so apart from the safety aspect the property would have the benefit of being seen before other general properties. However it appears that this scheme has become so successful that the universities are intimating that they may only advertising accredited properties from next year.

Should you have any queries with the above please do not hesitate to call us and we would be happy to discuss these matters. All our staff are ARLA trained and we pride ourselves on being a small, independent, private company giving individual service to our landlords.