

## Terms of Business

**Please be advised that this is a legally binding contract which should be read and understood. Receiving a copy of these terms of business is deemed to be acceptance unless queried within 5 working days of delivery (Signed or unsigned).**

*All references to the singular include the plural. All references to 'landlords' include potential landlords. All references to 'tenants' include potential tenants and viewers.*

I hereby agree to appoint Quinn Property Sales Ltd T/A Quinn Estate Agents (hereafter referred to as "the agent") as my agent for the property detailed in the covering letter (hereafter referred to as "the property").

1. The period of this agreement is for the same period as the current tenant resides in the property.
  - 1.1. For the benefit of doubt, the tenant is the person(s) who signs the tenancy agreement produced by the agent.
  - 1.2. The management contract can be cancelled by the landlord by giving 4 weeks written notice. The agent can cancel the management contract by giving four weeks written notice to the landlord.
  - 1.3. By accepting this contract and any subsequent tenancy agreement you warrant that you are the sole owners of the property as recorded at the Land Registry and/or have full authority to accept the terms of this contract for any additional owners. Evidence of this may be sought by the agent.
  - 1.4. All beneficial owners will be jointly and severally liable under the terms of this agreement.
  
2. **General Landlord obligations:**
  - 2.1. **Landlord Registration** - The Landlord warrants that they are registered as a Landlord in Northern Ireland. It is a legal requirement for all Landlords of residential properties to be registered (except in the case of HMO properties). To register as a Landlord please visit [landlordregistration.nidirect.gov.uk](http://landlordregistration.nidirect.gov.uk). If you believe that you are not registered, or your registration has expired then please action prior to accepting this agreement.
  - 2.2. **Rent Order:** The agent has no responsibility for advising if a property is subject to rent control pursuant to the Rent (NI) Order 1978 or amending legislation. Properties built before 1945 will require a fitness inspection carried out by the local council. More information can be found on the Department for Communities website. Please contact the agent before accepting this contract if you believe your property falls under this criteria.
  - 2.3. **Insurance:** The landlord should ensure that there is insurance cover in respect of buildings and contents (if applicable) and that the insurer is aware that it is a rental property. Periods of non-occupancy should also be notified. In addition, if the tenant is claiming housing benefit, universal credit or some other social security benefits, then it is likely that the insurer will want to be made aware of this fact.
  - 2.4. **Permission to Let:** Where the property is subject to mortgage, the permission of the lender will normally be required. It is the duty of the Landlord to seek such permission, and the agent cannot be held liable for any resultant outcome of the failure of the landlord to seek said permission. In addition, the landlord must seek consent to let from joint owners, someone holding a legal charge on the property, superior landlord and/or freeholder prior to formal creation of a tenancy.
  - 2.5. **Entire Agreement** - This contract constitutes the entire agreement between the agent and landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by the agent.
  - 2.6. **Landlord's resident outside the UK** - The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK letting agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months. You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful, once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return. You must advise the agent immediately in writing if you believe you are a non-resident landlord.
  - 2.7. **Indemnity** - The landlord undertakes to keep the agent fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of this agreement, regulations, including any subsequent amendments thereto or replacement regulations.
  - 2.8. **Dealing with third parties** – The agent will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

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- 2.9. General Data Protection Regulations (GDPR)** - The landlord hereby acknowledges and agrees to the agent storing information relating to both the property and the landlord digitally and in paper format. It is further agreed that the agent may send the landlord marketing information in relation to its services from time to time. The agent is obligated under its code of practice to hold all information obtained for a period of six years. The agent has a full privacy policy in relation to how your data is used and controlled. This can be viewed at [quinnestateagents.com](http://quinnestateagents.com). Please note that you have the right to withdraw consent at any time.
- 2.10. Electronic documentation** - Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible as evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.
- 2.11. Vacant Properties** - During void periods we cannot be held liable for any loss and/or damage arising from fire, flood, theft or any other loss. If the landlord requires supplies to be turned off or disconnected during this period, the agent must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact their insurance company should the property be empty for a period of time in accordance with the terms and conditions of the landlord's insurance policy.
- 2.12. Utilities** – At both the beginning and end of tenancy, tenant and landlord are responsible for ensuring utility accounts are closed with any balances cleared. The agent will facilitate this by providing meter readings if necessary.
- 2.12.1.**The agent cannot be held liable if the tenant does not close and balance any accounts at the end of tenancy.
- 2.12.2.**The agent cannot be held liable if services are disconnected or a disruption of service is caused due to the above not taking place.
- 2.13. Energy Performance Certificates** - An Energy Performance Certificate is required prior to marketing the property. We will arrange this on your behalf with an approved provider and detail their charge to you directly by adding it to your account.
- 2.14. House of Multiple Occupation (HMO)** - The landlord has an obligation to advise the agent if the property being let is certified as a HMO and provide to us a copy of any such certification.
- 2.15. Deposits** - In the event that the landlord holds the deposit, you warrant that you will protect the deposit in line with legal requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify the agent against any claim by the tenant howsoever arising, as a result of you holding the deposit. You may be required to provide proof of your membership of an authorised scheme.
- 2.16. Deposits held by the agent** – Where the agent holds the deposit, it will be registered with the Tenancy Deposit Scheme (TDS). The agent abides by all decisions taken by TDS and cannot be held liable for any decision taken by TDS in relation to the tenant's deposit. The decision of TDS is deemed final.
- 2.16.1.**Please be advised that it is hugely difficult to win a deposit dispute without a professional inventory. Sawyers did not undertake to produce a professional inventory and therefore it is hereby advised that it is likely you will lose any dispute in relation to the deposit as there is no professional inventory detailing the condition of the property prior to the immediate occupation of the tenant. The agent cannot be held responsible for this. Going forward, the agent will arrange a detailed professional inventory when the property is next let.
- 2.16.2.**In the case that the agent needs to obtain quotes from contractors to facilitate a deposit dispute, the contractors employed by the agent charge a fee for this service.
- 2.16.3.**Please note that no interest will be paid to the tenant or landlord in respect of client monies held, including the deposit.
- 2.16.4.**Please note that all deposits returned to the landlord following a dispute with the tenant or TDS will be subject to a 10% + VAT (12% in total) commission charge payable to the agent.
- 2.16.5.**For the benefit of doubt, the landlord is obligated to accept all recommendations made by the agent in relation to the deposit or any dispute that may arise.
- 3. SAFETY OF TENANTS** – it is hereby agreed that the landlord has full obligation to ensure that safety standards are met within the property to include obligation in relation to, but not exclusively;
- 3.1. Gas** - If you are a landlord letting out a property equipped with gas appliances / heating you need to understand and comply with the law relating to gas safety. If you let your property, you must ensure that pipe work, appliances and flues provided for tenants are maintained in a safe condition. You need to have a gas safety check every year and at

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every change of tenancy. A gas safe registered engineer must carry out the safety check in your property. You are also obliged to show your tenants how to turn off the gas supply in the event of a gas leak.

- 3.2. **Electrics** - The Electrical Safety Council recommends that in rented accommodation a full Electrical Condition Report is carried out at least every 5 years or at the change of tenancy, however if this occurs after a short period, a full condition report may not be necessary. The testing should be carried out by a competent electrical contractor who will issue a NICEIC certificate following a satisfactory test.
- 3.3. **Appliances** – All appliances should be checked regularly and left in a safe and working condition. We strongly recommend that checks are carried out by someone skilled in this field. A PAT test certificate is required for all portable electrical appliances being left in a property. If this is not provided, we strongly recommend removal of such items.
- 3.4. **Heating Systems** – Should be maintained and serviced regularly (at least once per year).
- 3.5. **Blind Cords** - Internal window blind cords and chains can pose a risk to babies, small children and vulnerable people who could injure or even strangle themselves on looped operating cords and chains. It only takes seconds for a child to lose their life on a window blind cord. Landlords should therefore take steps to make sure tenants, occupants and visitors to the property are safe. Further advice can be found at [nidirect.gov.uk](http://nidirect.gov.uk).
- 3.6. **Legionnaires' Disease** - The landlord is legally responsible for carrying out a risk assessment for Legionnaires' disease before letting the property and for maintaining control measures to minimise the risk in the water system while the property is let.
- 3.7. **Carbon Monoxide** – The agent recommends that a quality CO alarm is installed in rented property. This is just like a smoke alarm, except that it detects CO fumes rather than smoke. Before purchasing a CO alarm, always ensure that it complies with current British Standards and carries a British or European approval mark, such as Kitemark or CE mark.
- 3.8. **Smoke Detectors** – It is strongly recommended that hard wired smoke detectors are installed & maintained in the property.
- 3.9. **Furniture and Furnishings (Fire Safety) Regulations 1988** - All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements. The landlord warrants that all furniture contained in the property complies with (Fire Safety) Regulations 1988 and (Amendment) 1993 and warrants that any furniture left in the property after the date of this agreement will also comply with the Regulations.
- 3.10. **Safety Glass** - We recommend that you consider replacing glass in critical locations (which is not safety glass).
4. For the benefit of doubt, the agent will be happy to advise on the above safety requirements and recommend contractors who can carry out the work, but ultimately it is the landlord's responsibility to ensure their obligations are met. Requests for the agent to carry out any work in relation to the provision of servicing or safety certificates should be made in writing or sent by e-mail. This includes any servicing due throughout the course of the tenancy.
5. **Payment to you** - Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within five working days. We are not responsible for any bank charges that you incur as a result of delays in payment. Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred.
6. **Marketing Rent** – Marketing rents are subject to negotiation from time to time. In the case of a negotiated rent, the agent will seek approval from the landlord prior to agreeing a discount or increase.
7. **Amendments** – The agent may change or add to the terms of this agreement for legal, business or regulatory reasons. We will notify you if any such change will affect the service that we offer to you.
8. **Past Tenant Debt** - Please note that the agent is not responsible for the recovery of past tenant arrears or damages caused by the tenant during or after tenancy. We will offer services to landlords in relation to the recovery of money owed by past tenants, but this will be subject to additional fees quoted prior to commencing recovery action.
9. **Keys** - Where the landlord provides us with a set of keys (or authorises us to use keys held by another agent) we may make further copies to facilitate access by the instructed office and other offices or third party contractors where appropriate. Any costs incurred shall become payable by the landlord and deducted from funds held on the landlord's behalf if applicable.
  - 9.1. Keys held by the agent will be coded, this system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, the agent's liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

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10. **Viewings** – Mostly, viewings will be conducted by the agent and the landlord hereby grants permission for viewings to take place during all reasonable times.
11. **Boards** – The agent may erect an advertising board on the property. The agent will indemnify the Landlord against any action which may be taken against him / her under the Town and Country Planning (Control of Advertisements) Regulations 1989, in respect of any board supplied and erected by the agent, unless such action arises from the placing of a second board by any other person.
12. **VAT** – The agent's commission fees and any other charges are subject to VAT at the current UK rate.
13. **Photos** – Any marketing photos remain the ownership of the agent and can only be used by the landlord or any other person with consent from a director of the agent. Use of the agent's images without the said permission will result in a £150 (inclusive of VAT) charge.
14. **Commission from third party contractors or service providers** - Any commission, interest or other income earned by the agent while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to solicitors, EPC providers, contractors or inventory clerks will be retained by the agent. Commission on bills is usually 10% of the cost but may be less or more from time to time.
15. **Bank Details/Client Money** - Client money is held in a separate account and is protected under the terms of our Client Money Protection Insurance. No interest will be paid on client money whether the account is interest bearing or not.
16. **Early Termination** - No refunds are payable where the term of the tenancy agreement ends before the end date specified in the tenancy agreement, whether as a result of an early termination by the agreement of the parties or one party serving a proper notice under a break clause (save where expressly agreed in writing).
17. **Reasonable Skill** – The agent will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, conduct of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.
18. **Tenancy Agreements/Notices** - The landlord hereby authorises the agent to sign on their behalf a tenancy agreement and any notices to be issued under the Housing Act 1988, or any amending legislation in respect of the landlord's property and confirm that they have full authority to do so.
19. **Legal Proceedings** – The agent is not responsible for any legal costs for the recovery of rent, recoverable charges, damage costs or repossession of the property. Appearances before any court or tribunal will be by special arrangement and the fee for any such attendance will be £420 including VAT per day, or part thereof. The agent will not accept service of legal proceedings on the landlord's behalf.
20. **Signed Tenancy Agreement** – Whilst this agreement provides permission for the agent to sign a tenancy agreement on behalf of the landlord, the agent will as a course of best practice seek to have the landlord sign directly, usually through electronic signature. By accepting this agreement, you warrant that you have been informed on the conditions of tenancy, that you have read and understood the tenancy agreement, your obligations within and that you are satisfied that your obligations as a landlord have been met.
21. **Fees and Commissions** – Fees & commissions are due and payable immediately when a tenant has entered into a tenancy agreement with the landlord. It is agreed that we will deduct such fees and commission due from rent payments received. Agreed fees and commissions will be detailed on our fee note. If the rent payment does not cover our costs, then the landlord will be obligated to credit the balance to the agent when demanded.
22. **Additional Properties** - Please be advised that additional instructions to rent properties within your portfolio will be governed by the same terms and conditions outlined in this agreement if a separate agreement is not signed or accepted.
23. **Anti-Money Laundering** – The agent is committed to operating its business in a transparent and open manner consistent with our legal and regulatory obligations. We are aware that the real estate industry is a target for organised criminals seeking to launder the proceeds of criminal activity. We always seek to prevent this activity by co-operating fully with the authorities and reporting suspicious activity to the National Crime Agency.
  - 23.1. As part of this commitment, we adopt a strict compliance of all Anti-Money Laundering rules, with specific emphasis on the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Bribery Act 2010 and the Terrorism Act 2000.
  - 23.2. As a result, we obtain and hold for a period of at least seven years evidence pertaining to our customers' identity and, where appropriate, we obtain proof of ownership of property and source/destination of funds. We will be unable to proceed with any work on behalf of our customers if we are unable to obtain this information. Customers' identity may be subject to an electronic identity check, which may also include a credit check.
24. **Complaints** - If you are dissatisfied with our service and you are unable to resolve with the Property Manager involved you should write to the General Manager. This complaint will be acknowledged within three working days of receipt and an

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investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Managing Director (MD). The same time limits will apply. Following the MD's investigation, a written statement expressing the agent's final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

25. **Renewals** – At the end of each tenancy period, the agent will start the process of renewal of contracts between the landlord and tenant for a further fixed period of time which will be the same fixed period as the original agreement. During this automated process, the rent will be increased by at least £5.00 per month or more should the agent see fit. If the landlord does not wish for the agreement to be renewed, then they should notify the agent in writing 3 months prior to the tenancy end date. Alternatively, the agent may decide for several reasons to allow the tenancy to become periodic, which means all parties are governed by the same terms and conditions of the original agreement, however each party can give a statutory period of notice to bring the tenancy to an end.
26. **Headings** - The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.
27. **Gas** - Where a tenant is remaining in occupation of the property beyond the expiry of the current gas certificate and a landlord has not supplied a renewal gas certificate 14 days prior to the expiry of the current certificate, the agent has the right to instruct a contractor to carry out the safety check. The cost incurred will be added to your account.
28. **Eviction** - Should the tenant breach the tenancy agreement, the agent agrees to offer professional advice and services in relation to the eviction process at no additional cost to the landlord. Where it is deemed that further legal expertise is required then the agent reserves the right to recommend a Solicitor to the landlord to engage in the case. All Solicitor costs must be met by the landlord. Please note that failure to appoint a Solicitor following a written recommendation from the agent will result in termination of our services with no further obligation to the landlord or tenant.
29. **Management Inspections** - We will undertake a formal annual inspection each year. It must be understood that this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £50 including VAT will be charged for any additional visits or inspections requested by the landlord.
30. **Tenancy Turn Around** – The agent may insist of a minimum period of 5 working days between tenancies to allow for works to be carried out to ensure a smooth turn around.
31. **Maintenance** – The agent offers two maintenance options for landlords. You can select which option to choose on the Landlord Questionnaire which contains full details. Please note that on all occasions if an issue is deemed to be an emergency or of an urgent nature then the agent reserves the right to instruct a contractor and deduct such charges incurred and/or fees for doing so.
  - 31.1. For the benefit of doubt, the management charge includes the agent dealing with the report of maintenance and not the actual arrangement or overseeing of works. If you request that the agent arranges for a contractor to attend your property to complete works then we reserve the right to add a commission to the contractor's bill, usually around 10%.
  - 31.2. For the benefit of doubt, the agent will instruct competent contractors or, however the agent cannot be held responsible for any failings of such contractors. The agent will however assist the landlord in any recovery action required from the poor performance of a contractor. The agent will determine if the contractor performed poorly and is liable for any failings and that decision shall be final.
  - 31.3. Maintenance carried out by the landlord – Please note that the agent strongly recommends that all maintenance is carried out by a competent individual who holds the appropriate level of insurance. The agent cannot be held responsible for any maintenance organised, carried out or arranged directly by the landlord.
32. **Payment of outgoings** - The agents cannot undertake or instruct contractors to undertake any works beyond the funds held on a landlord's account. Payment may be requested in advance of works being carried out. If following works, we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.