

Levels of service offered:

# Landlord fees schedule

	Tenant Find: <i>50% of 1st month's rent. Minimum £600.00 (inc. VAT)</i>	Rent collection: <i>10% of rent (inc. VAT)</i>	Fully managed: <i>12% of rent (inc. VAT)</i>
Agree on the rental value	✓	✓	✓
Guide compliance with statutory provisions and letting consent	✓	✓	✓
Advise on refurbishment requirements	✓	✓	✓
Erect board outside property per Town and Country Planning Act 1990 (where possible)	✓	✓	✓
Market the property and advertise on relevant portals	✓	✓	✓
Carry out accompanied viewings (as appropriate)	✓	✓	✓
Find tenants	✓	✓	✓
Tenant Referencing (for up to two tenants)	✓	✓	✓
Preparation and Execution of the tenancy agreement	✓	✓	✓
Advise on non-resident tax status and HMRC (if relevant)	✓	✓	✓
Collect and remit the initial month's rent	✓	✓	✓
Provide tenants with a method of payment	✓	✓	✓
Deduct any pre-tenancy invoices	✓	✓	✓
Make any HMRC deduction and provide the tenant with the NRL8 (if relevant)	✓	✓	✓
Checking the tenant into the property	✓	✓	✓
Agree on collection of any shortfall and payment method	✓	✓	✓
Take utility meter readings	✓	✓	✓
Registration of deposit with the Deposit Protection Scheme	✓	✓	✓
Demand, collect and remit the monthly rent		✓	✓
Arrange payments for statutory requirements		✓	✓
Pursue non-payment of rent and provide advice on rent		✓	✓
Undertake mid-term property inspections and notify the outcome to the landlord			✓
Arrange routine repairs and instruct approved contractors			✓
Statutory safety requirement diaries			✓
24/7 point of contact for the tenant			✓
Tenancy Renewals			✓
Serving Legal Notice (e.g. Section 8 or 21)			✓
Checking the tenant out of the property			✓
Hold keys throughout the tenancy term			✓
Security Deposit dilapidation negotiations			✓
Releasing Deposit at the end of tenancy			✓

## MARKET APPRAISAL

We will visit your property at a time convenient to yourself to view and give you a rental valuation and information as to how we plan to market your property. We are unable to let your property without an in-date energy performance certificate (EPC), an Electrical Inspection Condition Report (EICR) and a Gas Safety certificate (if there is a gas supply in the property) and a legionella risk assessment. We will require you to supply copies of these certificates or we can instruct these are carried out for an extra cost prior to the marketing.

## 2. MARKETING

2.1 The frequency of advertising, the number of brochures printed and circulated, the display of details & photographs in our office, and all other matters about the marketing of your property are entirely at our professional discretion (unless otherwise agreed in writing) and the nature and extent of marketing activity shall not create any obligations on us.

2.2 We will erect a "To Let" board at your property in accordance with Town & Country Planning regulations. Town & Country Planning regulations state that only one estate agent board may be displayed at any one time. Where local planning authorities strictly enforce this, large fines can be incurred not only by the estate agent but also by the Landlord and you will be responsible for payment of any fines imposed on us or you as a result of a breach of the Town & Country Planning regulations. 2.3 Once we have been instructed to market your property we will register your property on the following websites; [www.rightmove.co.uk](http://www.rightmove.co.uk) and [www.constablestateagents.co.uk](http://www.constablestateagents.co.uk). We will contact existing applicants currently on our tenant register.

2.4 We are required legally to present your property to let accurately and in a way which will not lead mislead a prospective tenant. You must inform us of any changes you make to your property once you have instructed us to let it in accordance with our general terms. We will not be responsible for any misleading information and may refuse to use any information which we believe in our absolute discretion is misleading in our sales/ lettings literature.

## 3. VIEWINGS

We will arrange and conduct all viewings on your behalf and as such will need a full set of keys. We will ensure you receive feedback on every viewing that takes place.

## 4. REFERENCING

Once an applicant has been found we will put the initial application to you and should you be agreeable we will then proceed to have the applicant complete an application form which will be submitted to a reputable credit reference agency that will process this. A successful reference does not form any recommendation from us and the final decision to proceed always rests with you as the landlord. We cannot be held responsible for anything contained within the reference report.

## 5. TENANCY AGREEMENT

Following a successful reference check and agreement from you the landlord to proceed with the applicant, we will prepare the tenancy agreement. This is a legally binding document between you and your tenant. Please take the time to read this document fully and take legal advice if there are any areas you are not happy with. We cannot be held liable for any tenancy agreements that have not been prepared by ourselves.

## 6. PRE- LET SERVICE\*

Should your property require any works carried out before marketing we can provide you with competitive quotations for everything from a few minor repairs to full refurbishment. This service also ensures that you receive competitive quotations for any repairs that may occur during the tenancy.

## 7. COLLECTION OF INITIAL RENT & DEPOSIT

Under our full management service, we will collect the holding deposit, the first month's rent and the balance of the deposit. The deposit will be held and registered with the Deposit Protection Service (DPS) which will issue the relevant prescribed information to the tenant.

If you choose the Let only service, we will take the first month's rent and initial holding deposit only. Upon the tenant's successful application and signing of the tenancy agreement, the remaining deposit will then be paid to you directly and we will transfer the holding deposit to you. You will be responsible for the registration of the deposit with your chosen deposit protection scheme which must correlate with the tenancy agreement deposit terms. This must be done within 30 days of the deposit being paid and you must provide the tenant(s) with the prescribed information relevant to that scheme.

If you fail to register the deposit the Tenant can take legal action against you in. The Court can make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition, a further order can be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We, as the Agent, have no liability for any loss suffered if you fail to comply.

At the end of the tenancy, under full management service, we will secure agreement from both you the landlord and the tenant(s) regarding the return of the deposit. Any dispute that cannot be resolved will be referred to the Deposit Protection Service.

Under let only, deposit negotiations can be undertaken at an additional cost.

## 8. CHECK IN

On moving into the property a check-in will take place to record the number of keys given and to check the condition of the property. We will require the tenant/ tenants to sign the check-in report to record persons present at the check-in and for the number of keys given. In the event of any deposit dispute, without a detailed inventory along with check-in/out reports, the Deposit Protection Scheme may award the full deposit back to the tenant.

## 9. CHECK OUT

On leaving the property we will carry out a checkout to record the condition of the property, to confirm the number of keys returned and again we will use the inventory report during the checkout. Checkout is included free with fully managed properties but can be arranged with our find a tenant-only option for an additional fee.

## 10. ARRANGING EPC

From October 2008 all rental properties being advertised in England and Wales are required to have an Energy Performance Certificate (EPC) with a minimum rating of E or exemption. We can organise for an accredited Domestic Energy Assessor to visit your property to and carry out an energy assessment of your property.

## 11. ARRANGING GAS SAFETY INSPECTION/PIR/PAT/EICR

We can organise for mandatory and recommended safety checks to be carried out on your behalf. Under our full management service, we will notify you when these are due to expire and arrange for safety check renewals to be carried out if requested. Please see the general terms for safety regulation information.

## 12. NOTIFYING UTILITY SUPPLIERS

At the beginning and end of the tenancy, we will attempt to notify utility providers and local authorities (council tax) of a change in occupant's details and supply meter readings (where applicable) providing we have access to the relevant meters at the time of check-in. It is the responsibility of the tenant(s) to contact the relevant providers and local authority to set-up their own accounts on occupation and close the accounts on vacating the property. It is the landlord's responsibility to contact the utility providers to notify them that you are responsible for payment during vacant periods. Under the Water Act 2003 a landlord cannot refuse a tenant's request to install a water meter at the property. Once a water meter is installed, it is not possible to revert to the previous rated system.

## 13. INVENTORY

We carry out a detailed photographic check-in report at the start of a tenancy, this is included in the initial fees, however, this is not an inventory and as such you may want a more detailed schedule of condition and record of contents before the tenancy begins. We can arrange an inventory for an additional fee as per the fee schedule. In the event of any deposit dispute, without a detailed inventory along with check-in/out reports, the Deposit Protection Scheme may award the full deposit back to the tenant.

## 14. TENANCY RENEWALS

We will contact you before the end of a fixed term tenancy to take your instructions on whether you wish to offer the tenant a further fixed term, periodic tenancy or serve notice for the tenant to vacate the property. We will only act on your written instructions. Upon receiving your written instruction we will agree on terms between both parties and then prepare a new tenancy agreement. The fee to the landlord for the preparation of the tenancy agreement is detailed in our schedule of fees. We accept no liability if either party does not return the signed document, in which case the tenancy will automatically revert to a periodic tenancy until either party give written notice to end in line with legislation. Our fee will remain due whether the tenancy continues as a fixed term of periodic tenancy.

## 15. VACANT PROPERTY INSPECTIONS

In the event that your property is vacant and you do not require it to be marketed, we can offer vacant property checks at fortnightly intervals. The details of the inspections will be recorded on a standard template, and a copy will be e- mailed to you on a fortnightly basis. The inspections will include, but not limited to, checking the security of the property, noting any internal issues such as damp/mould/graffiti/ garden condition/fencing. We will check to confirm if electric/water/gas supplies are on. Any items that are deemed to be a risk to the property will be reported to you straight away by telephone and in writing. The inspections do NOT include any structural reports. If a structural report is required Constables can recommend a surveyor to carry this out. The fees for the vacant property inspections are detailed in the fee schedule.

## 16. RENT PROCESSING DURING THE TENANCY

After taking the initial rent payment we will continue to process the rent for the term of the tenancy under our full management service. Our agreed fees will be deducted from this. Once the funds have cleared in our account we will then make payment to you via BACs. We will endeavor to do this within 2 working days of cleared funds. We will not be liable for any loss which may occur as a result of any delay in making payment to you. Statements are available on request and will be sent via e- mail. Printed statements are available on request but there may be a charge for this from our bank. Should the rent fall into arrears or payment be late we will send reminder letters to the tenant(s) at 7days, 14days and 21 days. After 28days a final letter will be issued informing the tenant(s) that legal action may be taken, you may wish to deal with the matter yourself or instruct a solicitor. It is always the landlord's responsibility to take legal action and we will not take legal action on your behalf. At this point we will contact you for instructions. Our bank details are:

*NatWest Bank, 93 Greendale Road, Port Sunlight, Wirral, CH62 4YU Account Name: Constables Cheshire Limited (Client Account). Sort Code: 01-07-02, Account Number:56461739*

## 17. POINT OF CONTACT FOR THE TENANT

If you opt for our Full Management Service we will be the point of contact for your tenant(s) for the full term of their tenancy agreement. During office hours the Constables team will liaise with the tenant on any maintenance issues that might arise, we are available on the telephone, and by email and we have an online reporting programme that tenants can use 24/7 as well as during office hours. Out of office hours between 5:30 pm and 9 am and at weekends there is an out-of-hours emergency number which is given on check-in and on our answer phone. If we have to arrange contractors to attend an out-of-hours emergency you can incur an extra cost that is higher than a usual daytime call-out charge. The higher level of costs noted here would be to ensure an emergency maintenance issue was made safe. Out-of-hours call-outs are rare but they can happen, this service does not guarantee a repair but does aim to guarantee your tenant gets to speak to someone who will advise on a triage-style basis or arrange a contractor to attend. Any callouts deemed not to be an emergency will look to be re-charged to the tenant. For non-emergency issues, the tenants can still report an issue out of office hours and a call-out will be arranged for the next working day.

## 18. MAINTENANCE & REPAIRS

18.1 Under Section 11 of the Landlord and Tenant Act 1985 the Landlord must carry out any repairing obligations which are:

- To keep in repair the structure and exterior of the property including drains, gutter and external pipes.
- To keep in repair and proper working order installations for the supply of water, gas, electricity and for sanitation.
- To keep in repair and proper working order the installations for space heating and water heating.

18.2 If you use our full management service we will be the main point of contact for any maintenance and repair issues required on the property. The options to cover the cost of any maintenance and repairs are as follows:

- Mandate – you authorise us to complete maintenance repairs on your property up to a pre-determined set mandate amount (stated on the signature page of this document). A balance can be held on account to cover this mandate or we can collect from rent received
- Authorisation required – Any works required must be authorised by you first and once authorised the costs will be deducted from the next rent due. You will receive a record of this each time work is carried out along with the relevant invoice.

18.3 In the case where emergency repairs and/or maintenance is required we will instruct a contractor to attend to the property.

If we are unable to contact you and there is any danger to the tenant(s) or risk to the property, then we will instruct the works and deduct the monies from the next rent due or the balance on account if applicable. Any contractors used by us must produce a copy of their public liability insurance certificate to us. We do not warrant or imply any responsibility for any aspects of the works carried out by contractors.

*All invoices for works agreed will be deducted from the next rent received unless they exceed the rent in which case the landlord will be sent the related invoice to make direct payment. We reserve the right to make payment from the rent if the landlord fails to pay a contractor. Constables act as the agent to arrange required works on behalf of the landlord and we accept no liability for the costs of any contractor invoices or works carried out.*

## 19. SAFETY CHECK RENEWAL DIARIES

You will be required to choose an option on the agreement page of this document as to whether you require us to instruct renewals of the Gas Safety Inspection when this is due to expire. You will also need to choose an option on the agreement page of this document as to whether you require us to instruct the renewal of the PAT test should this become due during the tenancy and also whether you choose for us to instruct a renewal of the Periodic Electrical Inspection (advised on a 5 yearly basis) should this expire during the tenancy agreement. There will be extra costs for these inspections as listed in the fee schedule. We will not be responsible for any losses caused as a result of you not undertaking any statutory implied safety checks.

## 20. PROPERTY INSPECTIONS

During the course of the tenancy, we will arrange property inspections subject to tenant access. These are conducted around month four of a new tenancy and then completed annually thereafter. You can request additional inspections for an extra cost. Following the introduction of the Homes Fit for Human Habitation Act for tenancies in England these inspections become even more important. This legislation amends the Landlord and Tenant Act 1985 so that landlords must ensure their property is fit for human habitation at the start of the tenancy, and then maintain this standard for the rest of the time the tenant lives in the property. These inspections are not a survey, they do not include a loft inspection or inspection of basement areas and we do not move furniture. We are not able to access a property with keys unless permission has been given by the tenant(s) and we always advise tenant(s) to be present. The relevant notice will be given to the tenant as stated within the terms of their tenancy agreement.

## 21. FURNISHED / UNFURNISHED

It is generally accepted that an unfurnished property should come with carpets, curtains, light fittings and white goods, these items will all make a swift let more likely and allow a tenant to move in with the essentials. Furnished properties require all the items necessary for everyday living and the tenant can usually just move in and unpack. If any appliances are under warranty it is advisable copies of the warranties are supplied to us. It is your responsibility to make sure that the property is fit for letting in either a furnished or unfurnished state.

## 22. HOUSES IN MULTIPLE OCCUPATION

The Housing Act 2004 introduces a new definition of an HMO. It can be a building or part of a building if it is: Occupied by persons who form more than one household, and where those persons share (or lack) one of more basic amenities, such as a WC, personal washing and cooking facilities; or A converted building containing one or more units of accommodation that do not consist entirely of self-contained flats. (There is no requirement that the occupiers share facilities); or A converted building consisting entirely of self-contained flats, where the building work undertaken in connection with the conversion did not comply with the 1991 Building Regulations and more than one-third of the flats are occupied under short tenancies. The HMO must be occupied by more than one household: As their only or main residence; As a refuge by persons escaping domestic refuge; During term time students; or For some other purpose that is described in regulations. In all cases: Occupation of the living accommodation must be the only use of that accommodation, and rents are payable or other considerations are provided. If you want to rent out your property as a house in multiple occupations in England or Wales you must contact your council to check if you need a licence. You must have a licence if you're renting out a large HMO in England or Wales. Your property is defined as a large HMO if all of the following apply:

- It is rented to 5 or more people who form more than 1 household
- Some or all tenants share toilet, bathroom or kitchen facilities
- At least 1 tenant pays rent (or their employer pays it for them)

Even if your property is smaller and rented to fewer people, you may still need a licence depending on the area. Check with your council.

A household is either a single person or members of the same family who live together.

A family includes people who are:

- married or living together - including people in same-sex relationships relatives or half-relatives, for example, grandparents, aunts, uncles, siblings step-parents and step-children

Some councils also require other HMOs to be licensed. Some councils require all private landlords to get a licence. We advise speaking with the council and having them attend to carry out an assessment of needs for your HMO, we can arrange this for you, extra costs are applicable.

### 23. SAFETY REGULATIONS

The information on safety and safety measures is for guidance only but is not exhaustive. Nothing in these notes limits or modifies your responsibility to your tenant. It is your responsibility to make sure you remain up to date with your statutory responsibility as a Landlord.

**23.1 Gas safety:** it is a criminal offence to let a property with gas appliances, installations and pipework that have not been checked by a qualified and registered engineer. Under The Gas Safety (Installation & Use) Regulations 1988, where gas is supplied to a property it is the landlords' responsibility to ensure an annual inspection and service is carried out on all gas appliances by a GAS SAFE Registered engineer. You will need to provide us with a copy of a current gas safety record before the tenancy commences or we can arrange this for you. The tenant must be given a copy of the report within 28 days of the inspection being carried out and in the instance of a new tenancy the tenant must be given the report at the time they take occupation.

If you have chosen a gas engineer whom you wish to use for this service whom we are unable to make contact with or who fails to book an annual gas safety check in the required time, we reserve the right to arrange this ourselves with our chosen contractor and the cost will be deducted from the rent. This is to avoid an expired gas safety certificate.

**23.2 Electrical Equipment:** In accordance with The Electrical Equipment (Safety) Regulations 1994 any person supplying electrical equipment must ensure that it is safe. Landlords must ensure that all electrical wiring and electrical appliances are in a safe working order and in addition provide a valid EICR Certificate. Any defects must be repaired immediately and any unsafe items removed. Best practice states portable appliances should be tested on a yearly basis by means of a PAT test carried out by an accredited contractor (NICEIC).

In England, Under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, landlords are required to have the electrical installations in their properties inspected and tested, at least every five years, by a person who is qualified and competent. We will require a copy of this report as will the tenant. Where the report shows that remedial or further investigative work is necessary, you must ensure these works are completed within 28 days or any shorter period if specified as necessary in the report and by a person who is qualified and competent.

You must supply written confirmation of the completion of the remedial works from the electrician to the tenant and ourselves the agent.

**23.3 Building Regulations (Electrical safety in dwellings)** All works on electrical installations at the property known as notifiable works must be completed by a competent person with the correct industry-recognised qualifications.

**23.4 Regulations** require that privately rented landlords have at least one smoke alarm installed on every storey of their rental property which is used as living accommodation, and a carbon monoxide alarm in any room used as living accommodation where there is any form of combustible appliances such as cooker, boiler, gas heater, open fire, log burner, any solid fuel or gas appliances. - after that, the landlord must make sure all the alarms are in working order at the start of each new tenancy and throughout. The Smoke Detection Act 1991 requires that all new residential properties constructed after June 1992 must have mains-powered smoke alarms fitted at a minimum of one per occupied floor.

**23.5 Furniture & Furnishings (Fire) (Safety) Regulations 1988 (As amended 1989 & 1993)** These regulations came into force to limit the manufacture and distribution of furniture which previously could be restored or manufactured using covers that were not fire resistant or fillings which could give off toxic fumes. Furniture manufactured before 1950 is not covered by these regulations. The 1989 regulations state that soft furnishings must meet safety standards and carry labels confirming this. Regulations apply to: Beds, headboards, mattresses, sofas, armchairs, footstalls, scatter cushions, pillows, chair pads, loose and stretch covers for furniture, and re-upholstering of furniture made before 1950. The regulations do not apply to Carpets, curtains, bed covers (Including duvets), sleeping bags, or loose covers for mattresses. In summary, it is an offence to supply in the course of business furniture to which these regulations apply. Furniture must have a fire-resistant filling, and pass a match test and ignitability test. Breaching these regulations can incur a fine of up to £5,000 and/or imprisonment for up to 6 months.

**23.6** Under Section 11 of the Landlord and Tenant Act 1985 the Landlord must carry out any repairing obligations which are: (a) To keep in repair the structure and exterior of the property including drains, gutter and external pipes. (b) To keep in repair and proper working order installations for the supply of water, gas, electricity and for sanitation; and (c) To keep in repair and proper working order the installations for space heating and water heating.

**23.7 Houses in Multiple Occupations (HMO)** If a property is an HMO (Houses in Multiple Occupation) you are required by law to provide yearly PAT (portable appliance testing) certificates for all appliances. All HMOs whether or not they require a license must by law have an electrical Periodic Inspection (PIR) every 5 years minimum.

### 24. INCOME TAX LIABILITY

Under UK tax legislation you have an obligation to declare all rental income received on any property in the UK to HM Revenue and Customs (HMRC).

Constables take no responsibility for any tax implications of the Services provided to you and you should seek advice from your tax advisers in relation to such matters. Non-Resident Landlords: Under the provisions of the Taxation of Income from Land (Non-Residents) Regulations 1995 (Finance Act 1995). Although you may be considered a non-resident in the UK for tax purposes, you still have a liability to pay UK income tax arising from rents received in the UK. If you usually live outside the UK then your place of abode will be outside the UK.

Nonresident landlords can apply to the Inland Revenue to receive gross income from rental property. This is called an "authority to receive rent gross of tax" letter, also known as an exemption certificate. If this is granted the Inland Revenue will issue you and/or us with an 'approval number'. If this is granted we will be required to pay your rental income with no tax deducted. If the exemption certificate has not been issued then we are obliged to withhold tax at the standard rate and must pay these funds to the Inland Revenue on a quarterly basis. If the tax payments you make end up being greater than your liability (for instance, if there are deductible expenses which are not immediately accounted for) they may be claimed back by the landlord at the end of the year. It will be your responsibility to liaise with the Inland Revenue to arrange this and not the responsibility of us.

You can apply for the exemption certificate from the Inland Revenue at:

**FICO (non-residents)**  
St Johns House  
Merton Road  
Bootle  
Merseyside  
L69 9BB  
Tel: 01351 472 6208 / 6209

You need to request form:

- NRL1 if you are an individual
- NRL2 if you are a trust
- NRL1 if you are a company

You can also acquire the forms from the Inland Revenue website:  
<http://www.inlandrevenue.gov.uk/menus/non-residents.htm>

# LANDLORD FEES SCHEDULE

## ADDITIONAL FEES AND CHARGES

### PRE-TENANCY FEES (ALL SERVICE LEVELS)

Arranging and facilitating statutory compliance (this is in addition to the costs of the item itself) if not provided on instruction or undertaken by the landlord:

- Energy Performance Certificate (EPC) £90.00 (inc. VAT)
- Gas Safety Certificate £96.00 (inc. VAT)
- Boiler service £96.00 (inc. VAT)
- Electrical Installation Condition Report (EICR) £180.00
- Portable Appliance Testing (PAT) £75 inc. VAT for first 5 items. £6 inc. VAT for each additional item.
- Legionella Risk Assessment £96.00 (inc. VAT)
- Installing Smoke alarms and Carbon Monoxide from £45 inc VAT per alarm
- Handling local authority licensing application £175 inc VAT
- HMO License Application (excludes the cost of license and any risk assessment or other documentation required to grant the license) £175 inc VAT.

\*\*All above fees are set by third parties and therefore subject to change

### START OF TENANCY FEES

Additional Tenant Referencing Fees: £25.00 (inc. VAT) per tenant. (ID checks, Right-to-Rent check, financial credit checks, obtaining references from current or previous employers / landlords and any other relevant information to assess affordability).

Guarantor Fees: £25.00 (inc. VAT) per guarantor. Covering credit referencing and preparing a Deed of Guarantee (or as part of the Tenancy Agreement).

Deposit Registration Fees (if scheme other than the DPS): £10.00 (inc. VAT) per tenancy. Register landlord and tenant details and protect the security deposit with a government-authorised Scheme.

Inventory/Schedule of Condition Fees: from £150 inc VAT. Dependant on the number of bedrooms and/or size of the property and any outbuildings.

Landlord Withdrawal Fees (before move-in): £225.00 (inc. VAT) per tenancy. To cover the costs associated with the marketing, advertising and tenancy set-up should the landlord withdraw from the tenancy before it has started.

Additional Copy of Tenancy Agreement: £30.00 (inc. VAT).

PLEASE ASK A MEMBER OF STAFF IF YOU HAVE ANY QUESTIONS ABOUT OUR FEES.

CLIENT MONEY PROTECTION:

[www.propertymark.co.uk](http://www.propertymark.co.uk)



INDEPENDENT REDRESS:

[www.tpos.co.uk](http://www.tpos.co.uk)





# LANDLORD FEES SCHEDULE

## ADDITIONAL FEES AND CHARGES

### DURING TENANCY FEES

Rent Review Fees: £90.00 (inc. VAT) per tenancy. Review rent in accordance with current market conditions and advise the landlord, negotiate with the tenant(s) and serve a Section 13 Notice if the tenancy is on a periodic basis. (This does not apply to fully managed service)

Tenancy Renewal Fees: £180.00 (inc. VAT) per tenancy. Contract negotiation, amending and updating terms and arranging for the signing of a further tenancy agreement. (This does not apply to fully managed service)

Right-to-Rent Follow-Up Check: £65.00 (inc. VAT) per check. Undertaking a repeat check in person on a time-limited visa in accordance with the Immigration Acts 2014 and 2016. Notifying the Home Office should an illegal overstayer be identified. (This does not apply to fully managed service.)

Landlord Withdrawal Fees (during tenancy): £120.00 (inc. VAT) per tenancy. To cover the costs associated with advising the tenant on the change and the position of the security deposit, transferring the security deposit to the landlord or new agent, notifying all utility providers and local authority (where necessary) and returning all relevant documents held by the agent to the landlord. (This does not apply to a Tenant-Find service and also excludes any management fees due under the tenancy agreement).

Addendums and Riders Fees (per party): £60.00 (inc. VAT)

### DURING TENANCY FEES (CONT)

Arrangement Fees for refurbishment to property or works outside of routine maintenance: 12 % (inc. VAT) of suppliers' total invoice.

Arranging access for contractors, ensuring work has been carried out in accordance with the Specification of Works and retaining any resulting warranty or guarantee.

Accompanying Valuers, visitors, tradesmen, delivery person to the property: £72 inc VAT per hour. (1 hour minimum charge)

Mid-term Property Inspection: £75.00 (inc. VAT). (This does not apply to fully managed service).

### END OF TENANCY FEES

Check-out Fees: £150.00 (inc. VAT) per tenancy. Attending the property to undertake an updated Schedule of Condition based on the original inventory. (This does not apply to fully managed service).

Deposit Negotiations/Adjudication: £72 per hour inc VAT (minimum 1 hour) and part thereof: The costs associated with the preparation of all evidence and submitting the case to the deposit protection scheme as well as dealing with all correspondence relating to the dispute.

Fees for the service of Legal Notices (Section 8 or Section 21): £120.00 (inc. VAT) per Notice. (This does not apply to fully managed service).

Court Attendance Fees: £90.00 (inc. VAT) per hour or part thereof.

**PLEASE ASK A MEMBER OF STAFF IF YOU HAVE ANY QUESTIONS ABOUT OUR FEES.**

**CLIENT MONEY PROTECTION:**

[www.propertymark.co.uk](http://www.propertymark.co.uk)

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PROTECTED

**INDEPENDENT REDRESS:**

[www.tpos.co.uk](http://www.tpos.co.uk)



# LANDLORD FEES SCHEDULE

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## ADDITIONAL FEES AND CHARGES

### FINANCIAL CHARGES

Interest on Unpaid Commission: 4% above the Bank of England Base Rate from Due Date until paid.

Submission of Non-Resident Landlords receipts to HMRC £75.00 (inc. VAT) quarterly. To remit and balance the financial Return to HMRC on both a quarterly and annual basis.

Additional HMRC Reporting Fees: £50.00 (inc. VAT) per request. Responding to any specific queries relating to either the quarterly or annual Return from either the landlord or HMRC.

Same-Day Payment Fees: £6.00 (inc. VAT) per payment. Should the landlord request a payment faster than the agreed timescales within their existing Terms of Business, this covers the costs of providing a same-day payment service.

### OTHER FEES AND CHARGES

Obtaining more than three contractor quotes: £12.00 (inc. VAT) per quote.

Vacant Property Management Fees: £30.00 (inc. VAT) per visit.

To cover the costs associated with visiting the property to undertake visual checks on the inside and outside at a frequency mutually agreed with the landlord.

Management Take-over Fees: £150.00 (inc. VAT) per tenancy. To cover the costs associated with taking over the management of an ongoing tenancy, ensuring all statutory compliance has been undertaken, receiving and protecting the security deposit and providing all necessary legal documentation to the tenant.

**PLEASE ASK A MEMBER OF STAFF IF YOU HAVE ANY QUESTIONS ABOUT OUR FEES.**

**CLIENT MONEY PROTECTION:**

[www.propertymark.co.uk](http://www.propertymark.co.uk)

**arla | propertymark**

**PROTECTED**

**INDEPENDENT REDRESS:**

[www.tpos.co.uk](http://www.tpos.co.uk)



## **IN-HOUSE COMPLAINTS PROCEDURE**

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**We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.**

If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

### **What will happen next?**

- We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.
- We will then investigate your complaint. This will normally be dealt with by the office manager who will review your file and speak to the member of staff who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgement letter.
- If, at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.
- We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.

**If you remain dissatisfied, you can then contact The Property Ombudsman to request an independent review:**

*The Property Ombudsman Ltd  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire  
SP1 2BP  
01722 333 306  
[www.tpos.co.uk](http://www.tpos.co.uk)*

### **Please note the following:**

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.



# PRIVACY POLICY

## Information You Provide to Us

Your privacy is important to us. By providing personal information such as your name, e-mail address and telephone number via the forms on this website, you agree to us contacting you with regard to the information you request.

Some forms on our website also include a check box asking you for permission for us to add you to our mailing list. This is an opt-in mailing list and your personal information will be used solely by us. Under no circumstances will your personal information be sold, rented, shared, or gifted to any other organisation without your explicit consent unless we are under a legal obligation to share that information (i.e. prevention of fraud or right to rent checks).

From time to time, we may include links in our e-mails to other websites which we think may be of interest to you. Each email communication you receive from us will have the option to remove your e-mail address from our list.

In our role as property sales and letting agents – and to comply with our legal and regulatory obligations, we may also need you to provide us with the following information:

- Name
- Biometric status
- Previous name
- Date of birth
- Residential address: current and past
- Contact details, such as email addresses and phone numbers
- Employment details
- NI Number
- Number of dependents, dependents age,
- Bank statements
- Address ID
- Primary ID
- Pay slips
- Self-employed accounts
- Employers name and contact information
- Gender
- Personal debt details
- Solicitor details
- Estate agent details
- Mortgage details
- Proof of ownership
- Proof of funds
- Marital status
- Salary
- Accountant information
- Bank Details

How we collect this data from you:

- When you apply for our products and services
- When you talk to us on the phone or in the branch
- When you use our websites, mobile device apps, web chat
- In emails and letters
- In financial/property reviews and interviews

## Information We Monitor about Visitors

During the course of any visit to our website, the pages you see, along with a short textfile called a 'cookie', are downloaded to your computer. Many websites do this, because cookies facilitate useful features such as the ability to identify whether a user has successfully logged into the site or to find out whether the computer (and probably its user) has visited the website before.

## Legal Basis for Personal Data Processing

Article 6 of GDPR requires that the lawfulness of data processing be advised. Constables uses "legitimate interests" as the basis for the secure processing and storage of its customer data in order to deliver a service to them. This includes the communication of direct marketing information related to our services or similar matters.

We occasionally communicate with non-customers and will only do so based upon the "explicit consent" which we have been provided with by the data subject, either through a positive confirmation on a web form, or by their communication preferences shared from social media channels or a visit to our offices. We provide clear methods for data subjects to remove or vary their consent if they wish to do so.

Where we are processing special category data as defined in Article 9 of the GDPR, we will secure explicit consent from the data subject in accordance with Article 9 (2).

Doc Title:	Privacy Policy	Effective From	31.10.2019
Doc Reference:		Last Updated:	31.05.2024 <del>10-07-18</del>
Version Number:	1.1	Copyright:	Constables Cheshire Estate Agents Limited

### Legitimate Interest Statement

We have conducted a Legitimate Interest Assessment to support our decision for the lawful basis of processing under Legitimate Interests.

We have considered all stake holders and especially the interest of the data subjects in our processing of personal information and have also commissioned professional independent advice.

If you would like to discuss the reasoning behind our choices of lawful basis of process you may contact us on [info@constablesestateagents.co.uk](mailto:info@constablesestateagents.co.uk)

### Data Controller

Constables Cheshire Limited acts as a Data Controller (as per GDPR Article 24) for (i) the personal data relating directly to its customers and (ii) for its own employee management purposes.

### Data Subject Rights

Articles 16-21 of GDPR provide data subjects with several rights in relation to their personal data, including:

- Right of access by the data subject (Art.15)
- Right to rectification (Art.16,19)
- Right to erasure (Art.17,19)
- Right to restriction of processing (Art.18)
- Right to data portability (Art.20)
- Right to object to processing (Art.21)

Where Constables Cheshire Limited is acting as Data Controller (see above), then it will receive, validate, record, progress and respond to any such data subject requests received.

Should a data subject decide to exercise their rights, they should contact Constables Cheshire Limited as indicated below.

### Declaration of Processors and Sub-Processors

Constables Cheshire Limited confirms its use of:

- HM Revenue & Customs, regulators and other authorities
- UK Financial Services Compensation Scheme
- Credit reference agency UK Tenant Data which is the trading name of IFAQS Limited which in turn is an appointed representative of Albany Park Limited which is authorised and regulated by the Financial Conduct Authority
- Fraud prevention agency ActionFraud - the UK's national fraud and cybercrime reporting centre (<https://www.actionfraud.police.uk/>)
- Organisations that introduce you to us (web portals like rightmove.co.uk for example).
- Companies that we introduce you to with your consent such as;
- Independent Financial Advisors
- Companies you ask us to share your data with.
- Contractors such as plumbers, electricians, builders, gas engineers
- Utility companies
- Landlords-in relation to the relevant tenancy /application only
- Tenants- in relation to the relevant tenancy /application only
- Local Authority Council tax departments
- Navigate IT Limited which provides us with our IT hardware and software infrastructure.

Constables Estate Agents Ltd confirms that it has undertaken applicable due diligence and validation on each of the declared processors and sub-processors to ensure that they are aware of and able to deliver their applicable obligations under the General Data Protection Regulation.

### ICO

Constables Cheshire Limited is registered with the Information Commissioner's Office – registration number ZA556922 applies.

If a Constables Estate Agents customer or data subject believes that Constables Estate Agents has not delivered upon its obligations under GDPR, they have a right to make a complaint to the ICO. They can be reached by telephone on 0303 123 1113 or by using the contact form on their website.

Contact: Constables Cheshire Limited  
Data Protection Manager  
Constables Cheshire Limited  
21 High Street  
Neston CH64 9TZ  
Tel: 0151 353 1333  
Email: [info@constablesestateagents.co.uk](mailto:info@constablesestateagents.co.uk)

Doc Title:	Privacy Policy	Effective From	31.10.2019
Doc Reference:		Last Updated:	31.05.2024 <del>10.07.18</del>
Version Number:	1.1	Copyright:	Constables Cheshire Estate Agents Limited