Front Row Lettings Ltd 10 Office 2 Milton Street, DD3 6QQ

Phone: 01382 597 572 Email: <u>info@frontrowlettings.com</u> Website: www.frontrowlettings.com



Front Row Lettings Management Agreement

Complete and return this form and provide the following documents and information to avoid delay

in advertising your property:

Photo ID for all registered Landlords

Proof of Buildings Insurance

Proof of Address

Landlord Registration Number from Local Authority

Please read through the entirety of this document thoroughly. If you have any difficulty understanding any part of this document, we strongly advise that you seek advice form an appropriately qualified solicitor.

Letting Agency Registration Number: LARN2103010







Management Agreement

Between the Landlord:

Landlords Home Address:	

Landlords Registration Number:	
(Hereafter Referred to as "The Landlord	")

And the Agent: Front Row Lettings Ltd

Name of Agent:	Front Row Lettings Ltd

Registered Address of Agent:	10 office 2 Milton Street
	Dundee
	Angus
	DD3 6QQ

(Hereafter referred to as "Front Row Lettings")

For the Property(ies):

Property 1 Address:	
Property 2 Address:	
Property 3 Address:	
Property 4 Address:	
Property 5 Address:	

(Hereafter referred to as "The Property")

1 Landlords Obligations

1.1 Identification and Ownership

- 1.1.1 The Landlord confirms that the Landlord is the sole owner of the Property and that the Landlord has obtained any required permission from the Landlord's Lender for the letting of the Property.
- 1.1.2 Where the Landlord of the Property is more than one person such persons accept that their liability in terms of this Contract is both joint and several.
- 1.1.3 Front Row Lettings is obligated to confirm your identity and ownership of your property before it is marketed. Identification will be confirmed by providing us with your passport or driving license paired with a utility bill that is less than 3 months old. This applies to each owner of the Property.
- 1.1.4 The Landlord is required to provide current postal address, email address and two phone numbers.
- 1.1.5 If the Landlord transfers ownership of the property to another person or entity the Landlord is required to inform Front Row Lettings immediately.

1.2 Landlord Registration

- 1.2.1 The Landlord confirms that the Landlord is a registered landlord with the relevant local authority is and listed on its register of landlords. If the Landlord is not registered they can do so at the following link: https://www.landlordregistrationscotland.gov.uk/
- 1.2.2 The Landlord Registration Number must match the owner on the title deeds of the Property. If there are multiple owners on the title deed, each owners Landlord Registration Number must be provided.
- 1.2.3 All owners must maintain their Landlord Registration whilst the terms of business are still active.

1.3 Mortgage Consent

1.3.1 If you have a mortgage or there is any other party with securities over the property you must ensure you have necessary consent from the lender for the letting of your property. Front Row Lettings will not contact your lender.

1.4 Housing in Multiple Occupation (HMO)

1.4.1 The Landlord confirms that where applicable the Property meets the requirements for houses or flats in multiple occupation and the Property is licensed by the relevant local authority and meets all standards for such mandatory licensing.

- 1.4.2 If the Property already has a HMO license, the Landlord will need to submit a variation application to your local authority to inform them of the change in management for the Property.
- 1.4.3 You must provide Front Row Lettings with a copy of the current HMO license.
- 1.4.4 If you wish to apply for a new HMO license or renew the current one Front Row Lettings can do this on your behalf upon request. Licenses are valid for three years and fees vary from council to council. There is an administrative fee for Front Row Lettings to submit the application on your behalf.
- 1.4.5 If the Property is needing work to meet the relevant council's legislation, Front Row Lettings can manage all of the works to be done for a project management fee.

1.5 Insurance

- 1.5.1 The Landlord confirms that they have informed the Insurers of the Property and where relevant the Insurers of the building where any Block Policy applies that the Property is to be let and any changes to the Insurance Policy have been made.
- 1.5.2 The Landlord confirms that they have arranged Contents Insurance for the Landlord's contents in the Property.
- 1.5.3 The Insurer(s) must be made aware of your property being let.

1.6 Gas Safety

- 1.6.1 The Landlord is aware of the necessity for annual gas safety inspections and has produced a copy of the relevant certificate to Front Row Lettings in advance of letting the Property. The Landlord confirms they will be responsible for the renewal of such certificate as and when required without reference to Front Row Lettings unless Front Row Lettings is instructed in writing to arrange such renewal on regular basis. The costs are shown in the Schedule for Front Row Lettings to arrange gas safety certificates.
- 1.6.2 If the Landlord has a gas service contract the Landlord will notify the contractor of Front Row Lettings and all information regarding the contract will be forwarded to Front Row Lettings. The Landlord will be responsible for any annual renewal of any gas or other service contract.

1.7 Electrical Safety

- 1.7.1 The Landlord is aware of the necessity of having safe electrical appliances and confirms that the Landlord's appliances comply with current standards and legislation at the start of the initial tenancy and the Landlord will be responsible for the testing of such appliances as and when required without reference to Front Row Lettings unless Front Row Lettings is instructed in writing to arrange such testing on a regular basis. The costs are shown in the Schedule for Front Row Lettings to arrange the electrical safety compliance.
- 1.7.2 The Landlord shall pass all guarantees for appliances in the Property to Front Row Lettings unless otherwise agreed between the parties.

1.7.3 Portable Appliance Test certificate is required before your property is let and to be renewed every 2 years. The Landlord is responsible for providing Front Row Lettings with a copy of the certificate unless Front Row Lettings is instructed to obtain the certificate on their behalf for the fee outlined in the Schedule.

1.8 Fire Safety

- 1.8.1 The Landlord confirms that all furniture and furnishings in the Property comply with current fire and safety legislation.
- 1.8.2 One functioning smoke alarm must be installed in the room that is most frequently used by the occupants for general living purposes and in each circulation space. It is advised that one is installed in every functioning room excluding storage spaces.
- 1.8.3 One heat alarm in each kitchen must be installed.
- 1.8.4 All fire detectors must be mains wired.
- 1.8.5 Carbon monoxide monitors must be installed if there is a fixed combustion device in the property excluding an appliance used solely for cooking to warn occupants of the presence of CO gas.

1.9 Energy Performance Certificate

- 1.9.1 It is the Landlord's obligation to provide or procure an up-to-date Energy Performance Certificate. This is required before any marketing of the property for rental. On receipt of instruction Front Row Lettings will obtain the Energy Performance Certificate. The costs for Front Row Lettings to obtain the certificate are shown in the Schedule.
- 1.9.2 The Landlord is responsible for always displaying the EPC in the Property.

1.10 Legionella Risk Assessment

- 1.10.1 The Landlord is required to undergo legionella risk assessment tests to identify any problems and then execute a plan to monitor and reduce any highlighted issues. Front Row Lettings can do the legionella risk assessment for an additional cost outlined in the Schedule.
- 1.10.2 The legionella risk assessment is advised to be done every two years and is required to be done if there are any drastic changes to the water system in the property.
- 1.10.3 If there are void periods, the water system must be flushed through for 5 minutes every two weeks. Front Row Lettings can do this on your behalf for the fee outlined in the Schedule.

1.11 Utilities

1.11.1 The Landlord shall inform Front Row Lettings of all service providers and ensure that all readings are taken prior to the initial rental of the property for final billings to the Landlord or any previous tenant prior to entering this Contract with Front Row Lettings. The Landlord shall inform Front Row Lettings what arrangements have been made regarding the telephone service.

1.12 Notice to Leave

1.12.1 If you wish the current tenancy to end Front Row Lettings will send a notice to leave to the current tenant(s).

1.13 Authorisation

- 1.13.1 The Landlord authorises Front Row Lettings to sign lease agreements and all notices to any tenant on behalf of the Landlord.
- 1.13.2 The Landlord authorises Front Row Lettings to instruct repairs to the Property and to replace items for The Property up to the agreed amount (see section 6) without contacting the Landlord in advance.
- 1.13.3 The Landlord authorises Front Row Lettings to use such tradespersons and suppliers as Front Row Lettings deems appropriate unless the Landlord specifically nominates persons in writing in advance of any instructions being issued by Front Row Lettings.
- 1.13.4 Where any emergency arises the Landlord hereby instructs Front Row Lettings to proceed with any repairs deemed necessary on the basis that Front Row Lettings will try to contact them at the earliest reasonable opportunity.

1.14 Deposits

1.14.1 The Landlord will be required to comply with the Tenancy Deposit Legislation. Where the deposit is transferred to the Landlord for the tenant finding only service, the Landlord will be required to register the deposit with a relevant scheme to comply with legislation. Once the Landlord receives payment of the deposit Front Row Lettings is no longer liable for ensuring it is held with a government backed scheme for the remainder of the tenancy. Front Row Lettings shall place deposits collected on safe receipt under the government backed scheme Safety Deposit Scotland on behalf of the Landlord for the professional management service.

1.15 Representation at First-Tier Tribunal

1.15.1 If Front Row Lettings is instructed to represent The Landlord at First-Tier Tribunal Scotland and the issue is within Front Row Lettings expertise, Front Row Lettings can represent The Landlord for the fee outlined in the Schedule.

1.16 Communication

1.16.1 The Landlord will confirm all instructions to Front Row Lettings in writing.

1.17 Fees and Commission

- 1.17.1 Front Row Lettings will deduct fees from the rental income collected on the Landlord's behalf unless the Landlord requests a different payment option in writing. If the fees are greater than the rental income the Landlord will be invoiced to pay the full amount in advance.
- 1.17.2 All fees and commission are subject to value added tax. All fees and commission are displayed inclusive and exclusive of VAT respectively.
- 1.17.3 Front Row Lettings reserves the right to review the fees and commission outlined in this contract. The Landlord will be given 3 months prior written notice if there are any changes.

1.18 Voids

1.18.1 When the Property is not let the Landlord is responsible for the management and payment of property taxes as well as any other expenses incurred whilst the property is vacant.

1.19 General

- 1.19.1 The Landlord will inform Front Row Lettings at least thirty days in advance of moving overseas.
- 1.19.2 The Landlord confirms that the Landlord has arranged any mail redirection required from the Property and that neither the tenant nor Front Row Lettings shall be responsible for the onward transmission of mail.

1.20 Preparing the Property

- 1.20.1 The Landlord will provide the number of sets of keys equal to the number of tenants with a minimum of two sets being provided in addition to a set being kept by Front Row Lettings.
- 1.20.2 The Landlord is responsible for providing instruction manuals for any appliance inside the property.
- 1.20.3 All personal items should be removed from the property.

1.21 Non-Resident Landlords

- 1.21.1 If the Landlord is out of the country for over 6 months of a tax year they are classed as a nonresident landlord by HMRC. The Landlord is required to obtain an approval number if they wish to receive rental payments without the deduction of the standard tax rate.
- 1.21.2 If the property is owned by more than one person, each owner is required to obtain an approval number.

1.22 Indemnity

1.22.1 You will indemnify Front Row Lettings against any loss that may be incurred as a failure to comply with obligations outlined in the terms of this contract, the tenancy agreement or legal obligations.

2 Front Row Lettings' Obligations

2.1 Service

- 2.1.1 Front Row Lettings shall provide such management services and/or letting or other services as are detailed in the Services hereto.
- 2.1.2 The Landlord has appointed Front Row Lettings to deal with the property on a sole agency basis.
- 2.1.3 The Landlord will pay any fees and commission related to the property whilst Front Row Lettings has sole agency rights even if the property is let out and the tenant(s) was not found by Front Row Lettings.
- 2.1.4 The Landlord is also liable for fees and commission relating to The Property after the expiry of these terms of business if property is let to a tenant that Front Row Lettings introduced or had negotiations with during the period where Front Row Lettings had sole agency rights.

2.2 Leasing Agreement

2.2.1 Front Row Lettings shall prepare the leasing agreement in Front Row Lettings' standard form which is based on the government's standard private residential tenancy agreement. Front Row Lettings shall provide a copy of the completed agreement to the Landlord, their designated Lender or nominated third party if required.

2.3 Commencement and Termination

- 2.3.1 The Landlord confirms that the Landlord understands that once any lease agreement has been signed by the Landlord or by Front Row Lettings on their behalf, the Landlord is legally bound by the terms of such agreement until the natural termination thereof. By law, the Landlord is required to give at least two months written notice to any tenant if the lease is not to be renewed at the termination date. The Landlord therefore agrees to inform Front Row Lettings at least ten weeks before the termination date in order that such notice may be properly served. The Landlord confirms they recognise that any delay in doing so is likely to delay re-occupation of the property by the Landlord or any future tenant.
- 2.3.2 The Landlord has the right to cancel the terms of business within 14 days of signing these terms of business. A clear written statement must be delivered to Front Row Lettings within the cancellation period.
- 2.3.3 By signing these terms of business, you are requesting Front Row Lettings to begin letting your property immediately.

- 2.3.4 The Landlord acknowledges that they must pay all fees and commissions outlined in these terms of business in relation to the work Front Row Lettings does for The Property.
- 2.3.5 If the contract is cancelled within the 14-day cancelation period, the Landlord will still be charged for any works carried out during that time.
- 2.3.6 If the property has been let before the 14-day cancellation period and the Landlord terminates these terms of business they will be charged for two months rent of the property along with any other marketing, administrative or any other expenses that have been incurred by Front Row Lettings.
- 2.3.7 Any funds being held by Front Row Lettings on the Landlords behalf will be returned within 14 days after receiving the cancellation notice.
- 2.3.8 These terms of business may be terminated by either party by giving 3 months prior notice to the other party.
- 2.3.9 If the terms of business are terminated whilst the property is let the landlord is liable to pay 3 months of rent as commission along with any other fees and expenses incurred by Front Row Lettings.
- 2.3.10 IF the Landlord is failing to comply with their legal obligations Front Row Lettings may terminate the terms of business with immediate effect. Any outstanding costs will become payable immediately.

2.4 Inventories and Property Inspections

- 2.4.1 Where necessary Front Row Lettings shall prepare an Inventory for the Property at the charge agreed in the Schedule hereto. Front Row Lettings will carry out an inventory check at the beginning and end of any tenancy.
- 2.4.2 The standard inspection service does not incorporate a Condition report on the Property regarding the condition, general upkeep of the property and any photography connected therewith. The Landlord may request a separate report at a charge outlined in the Schedule hereto.
- 2.4.3 Front Row Lettings shall carry out a check after 6 months of the commencement of this agreement and with annual checks of the Property thereafter.

2.5 Dilapidation

2.5.1 Front Row Lettings will inform the Landlord of any damages and dilapidations during or at the end of the tenancy and the Landlord shall accept such valuations given by Front Row Lettings or the Landlord's independent valuer shall be appointed. The Landlord shall meet the costs of such valuation and accept such a valuation.

2.6 Rent Collection

- 2.6.1 Where rental is paid to Front Row Lettings on behalf of the Landlord, Front Row Lettings shall inform the Landlord of any failure to pay rent. Funds will be paid to Landlords on one of three payment dates during the month, allowing for the fact that this date may change.
- 2.6.2 Where legal action is deemed necessary for any breach of the terms of the leasing agreement, whether failure to pay rent or otherwise, Front Row Lettings shall inform the Landlord and the Landlord shall be responsible for instructing a solicitor or any other third party as necessary to remedy the situation unless the landlord requests Front Row Lettings to do this on their behalf for the fee outlined in the Schedule.
- 2.6.3 Where Front Row Lettings is unable to contact the Landlord and deems that action is required on behalf of the Landlord, Front Row Lettings shall instruct solicitors or other third parties on behalf of the Landlord and the Landlord shall indemnify Front Row Lettings in relation to such actions and costs.
- 2.6.4 Front Row Lettings shall have no responsibility for unpaid debts and irrecoverable sums in relation to any leasing agreement or the enforcement of the terms thereof.
- 2.6.5 Front Row Lettings will always retain tax on rental income on behalf of non-resident landlords unless it receives approval from HMRC to pay the full rent to the Landlord. The Landlord by acceptance hereof agrees to this and to Front Row Lettings paying such tax retained to HMRC.

2.7 Maintenance

2.7.1 Where emergency work or work of an unforeseen nature which does not form part of Front Row Lettings' routine management services arises the Landlord shall, where possible, be contacted and Front Row Lettings shall be entitled to levy a further charge for such extra services.

2.8 The Terms of Business

- 2.8.1 The terms and conditions of this contract may be varied by Front Row Lettings at any time but only by prior notification in writing one month in advance.
- 2.8.2 The construction, validity and performance of this contract shall be governed by and construed in all respects in accordance with the law of Scotland and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

2.9 Professional Indemnity Insurance

2.9.1 Front Row Lettings have professional indemnity insurance. A copy of our insurance can be provided upon request.

2.10 Client Money Protection

2.10.1 Front Row Lettings are a member of SafeAgent and adhere to all codes of practice. A copy of our membership can be supplied upon request.

2.11 Complaints

- 2.11.1 Front Row Lettings have a complaint handling procedure that can be provided upon request.
- 2.11.2 Front Row Lettings is a member of the Property Redress Scheme who can independently handle complaints if they cannot be settled between the parties involved.

2.12 Handling Client Money

- 2.12.1 Front Row Lettings handles its clients' money in accordance with Front Row Lettings client money handling procedure. A copy of the procedure can be provided upon request.
- 2.12.2 Front Row Lettings are a member of SafeAgent and adhere to all codes of practice. A copy of our membership can be supplied upon request.
- 2.12.3 Front Row Lettings has client money insurance to protect its client's money. Details of the insurance can be provided upon request.

3 Service Definitions

3.1 Marketing

- 3.1.1 Front Row Lettings cannot legally market the property without a Landlord Registration Number for all owners or an Energy Performance Certificate.
- 3.1.2 Erection of to let board for additional fee.
- 3.1.3 Front Row Lettings will arrange accompanied viewings to show prospective tenants the property.
- 3.1.4 Front Row Lettings will create a marketing bio along with professional photos to market the property on their website and currently used portals (may vary).

3.2 Tenant Referencing

- 3.2.1 Front Row Lettings will always obtain proof of funds from prospective tenants (3 months bank statements, 3 months payslips, or confirmation of funding), if the tenant has a guarantor paying for their rent the guarantor's information will be obtained in the same manner to confirm that they are suitable guarantors.
- 3.2.2 Front Row Lettings will always obtain a proof of address from prospective tenants (utility bill or council tax from within three months of requesting).
- 3.2.3 Front Row Lettings will obtain Confirmation of Acceptance for Studies for prospective tenants where the property is a student only let.
- 3.2.4 Upon request Front Row Lettings can obtain a third-party credit check for prospective tenants for the outlined fee. It is illegal to charge tenants for credit checks. If the tenant's reference is already on Front Row Lettings' system, then the landlord will not be charged.

3.2.5 The basic check that is done is not a substitute for a credit check. Front Row Lettings will not be liable for any losses from the result of the basic check.

3.3 Inventory

- 3.3.1 A basic inspection is included in the professional management service. The properties rooms will be checked for general condition to give an abstract report.
- 3.3.2 Front Row Lettings can conduct a detailed inventory of the condition of all the rooms, fixtures and contents. This provides a detailed report of everything in the property so that handling deposit disputes is much easier. It is recommended the Landlord has a full inventory conducted for this reason.

3.4 Tenancy Agreement

- 3.4.1 Front Row Lettings will use a Private Residential Tenancy (PRT) based off the standard government model tenancy agreement.
- 3.4.2 A copy of all PRT agreements will be stored electronically by Front Row Lettings and can be provided to the landlord upon request.
- 3.4.3 The tenant will be provided with all required property documentation at the start of each tenancy.

3.5 Deposit Handling

- 3.5.1 The landlord may wish to opt out of requiring a deposit. By default, Front Row Lettings will collect 1 months rent for the deposit before the start of the lease. The Landlord may also wish to change the amount collected for the deposit so long as they instruct Front Row Lettings of the amount in writing and it is no more than two months rent.
- 3.5.2 The deposit will be transferred to a government approved scheme within 14-days of the receipt of the payment from the tenant. Front Row Lettings will use Safety Deposit Scotland.
- 3.5.3 If the Landlord has chosen the tenant finding only service then the deposit will be transferred to the Landlord for them to handle the deposit in accordance with their legal obligations.
- 3.5.4 The government approved deposit scheme will hold the deposit until the end of the tenancy.
- 3.5.5 At the termination of the tenancy Front Row Lettings will resolve the deposit repayment in a fair manner to the best of their ability.
- 3.5.6 Front Row Lettings will release the deposit from the government approved deposit scheme minus any dilapidation costs that have been incurred.
- 3.5.7 If an agreement on the deposit repayment cannot be made, then the case will go to an independent adjudicator with the relevant safety deposit scheme. There are fees for Front Row Lettings to handle the negotiations with the government approved scheme.

4 Services

Tenant Finding Only - £450+vat

HMO - £250+vat per room

Yes, I want this service!

Full comprehensive marketing, viewings and basic tenant screening.

The Following services are included in the basic Tenant Finding Only service:

- Marketing
- Professional Photos
- Accompanied viewings

- Basic tenant screening
- Recommended asking price
- Prescribed information

Optional Fees

Credit check - £25+vat per person

Previous Landlords Reference & Employment Reference -

£25+vat per person

Deposit Handling - £150+vat

Registration, ongoing deposit legislation, dealing with end of tenancy disputes, claim filing, solicitor declarations.

Set Up - £95+vat

SPRT agreement, receipt 1st month rent & deposit, tenancy conditions, organise keys, inventory

To Let Board - £25+vat

Erection and taking down to let sign outside the property.

IMPORTANT - PLEASE NOTE: Please Sign Disclaimer Appendix 1.

Tenant Finding is suitable for corporate bodies with in-house legal teams and receive up to date training on legislation and registered with the ICO. The Landlord will be responsible for ongoing immigration checks, visa expiry dates renewals, gas safety certificates, EPC's, Electrical certificates, deposit registration and all other legislative obligations.

Professional Management

Yes, I want this service!

12%+vat & £245+vat initial set up fee HMO – 12%+vat & £345+vat set up fee (£199+vat Re-letting fee for both)

The Following services are included in the professional management service:

- Marketing
- Accompanied viewings
- Professional Photos
- Organise gas safety certificate if applicable
- Organise EPC if applicable
- Organise PAT if applicable
- Basic tenant screening
- Collection of monthly rent
- Monthly financial statements
- Recommended asking price

- Prescribed information
- Previous landlord reference
- Employment reference
- Pursue unpaid rent
- Organise maintenance
- Settle tenancy specific bills by deduction from rental income
- 24/7 emergency contact for tenants
- Liaise with solicitors and courts
- Clear breakdown of deductions

Optional Fees	
Credit check - £25+vat per person	
Previous Landlords/Employment Reference - £25+vat per person	
To Let Board - £25+vat Erection and taking down to let sign outside the property for each tenancy.	
Handling EPC Certificate - £99+vat (Every 10 Years) Obtain a certificate before it is due for renewal. Remedial works will be quoted separately.	
Handling Gas Safety Certificate - £75+vat (Every Year) Obtain a certificate before it is due for renewal. Remedial works will be quoted separately.	
Handling EICR Certificate - £167+vat (Every 5 Years) Obtain a certificate before it is due for renewal. Remedial works will be quoted separately.	
Handling Legionella Risk Assessment - £50+vat (Every 5 Years) Obtain a certificate before it is due for renewal. Remedial works will be quoted separately.	
Handling PAT Certificate - £50+vat (Every 2 Years) Obtain a certificate before it is due for renewal. Remedial works will be quoted separately.	
Detailed Check In/Check Out Reports - £65+vat (Start & end of tenancy) Comprehensive reports at check in and check out make handling deposit disputes much easier having evidence of the condition of the property.	r by

Guaranteed Rent – No Fees

Yes, I want this service!

No risk, no voids, no hassle, no fees.

Our guaranteed rent service takes out all the risk involved in letting your property.

We can offer guaranteed rent for select properties where we pay you rent every single month without fail. Regardless of whether the property is let or not. That is right no more voids.

No dealing with tenants ever and without the normal stresses and risk involved with lettings. We effectively become your tenant guaranteeing you a fixed monthly income and then let the property out to tenants to live in the property.

We will refurbish the property at our own cost to a high standard We have cleaners that will maintain the property at a high standard throughout the duration of the agreement, so you get it back in just a good of condition that you gave it to us.

- We refurbish the property to a high standard at our cost
- No agency fees
- No set up fees
- No inventory fees

Minimum 36-month agreement. We will lease your property for years, refurbish at our cost and maintain it, we are your tenant.

IMPORTANT - PLEASE NOTE: Not all properties are suitable for this service. We will review each property on a case-by-case basis. Do not select this option without having written confirmation that we would provide this service for your property.

5 Schedule

Extra Fees			
Item	Prices (Excluding vat)	Prices (Including vat)	
Gas Safety Certificate	£75	£90	
Required to be conducted annually			
Energy Performance Certificate (EPC)	£99	£119	
Valid for 10 years			
Portable Application Test (PAT)	£70	£84	
Valid for 2 years (Recommended to be done yearly)			
Conduct Legionella Risk Assessment	£50	£60	
Valid for 5 years unless a drastic change to the water system			
Electrical Installation Condition Report (EICR)	£167	£200	
any remedial works required will be quoted separately.			
Must be NIC EIC or Select registered Electrician			
Valid for 5 Years.			
Conduct Inventory/Condition Report Prior to Tenancy	£65	£78	
Conduct check out report at end of tenancy	£65	£78	
Basic inspection	£18	£21.6	
Fortnightly Visit to Vacant Property	£18	£21.6	
Credit Check	£25 per person	£30 per person	
Land Search to Confirm Ownership	£25	£30	
To Let Signage	£25 per tenancy	£30 per tenancy	
HMO Variation Application	£99	£119	
HMO Renewal / New Application	£299	£358.8	
Paper Correspondence	£30	£36	
Rent Increase During Tenancy	£70	£84	
Tribunal Representation	£150	£180	
Non-Contractual Work	£36 per hr	£43.2 per hr	

6 Maintenance

Please outline the maximum figure for maintenance that you are comfortable with Front Row Lettings arranging on your behalf, without requiring your consent to carry out the works. i.e., if the works are below £300, Front Row Lettings can get contractors to start immediately instead of contacting you for consent. Front Row Lettings will always update the Landlord with any works being carried out regardless of it needing the Landlord's consent or not.

Maximum Maintenance Amount Before	
Needing Consent	

7 Signing

IF YOU ARE USING THE TENANT FINDING ONLY SERVICE YOU MUST SIGN THE DISCLAIMER IN SECTION 9 ALSO.

7.1 The Landlord(s)

Name	Signature	Date

7.2 The Landlord's Witness('s)

Name	Signature	Date	

7.3 Front Row Lettings

Name	Signature	Date

8 Landlord Checklist

1.	Register you and your property with the Scottish Landlord registration website, ensure all owners are registered on the registrar: <u>https://www.landlordregistrationscotland.gov.uk/</u>
2. All owners that stay 6 months out of the tax year overseas must register being a nonresident landlord with HMRC. NRL1 form for individuals and NRL2 for companies. Each approval number needs to be sent to Front Row Lettings so that rent can be sent with no tax deductions. The forms can be found here: <u>https://www.gov.uk/government/collections/non-resident-landlords-forms</u>	
3. Have the correct finance (including mortgages) in place for your property:	
	a. Buy to Let mortgage (BTL)
	b. House of Multiple Occupation (HMO)
4.	Ensure you have the correct landlord insurance policy for the property, BTL or HMO.
5.	Active HMO license in place for HMO properties. Front Row Lettings can help obtain the license for the fee outlined in the schedule.
6.	Energy Performance Certificate is required for marketing your property and needs to be renewed every 10 years. The minimum requirement to let a property must be an "E" rating which will change to a "D" in 2025. Front Row Lettings can obtain the certificate on the Landlords behalf for the fee outlined the Schedule.
7.	Electrical Installation and Condition Report (EICR) This need to be carried out every five years by a registered NICEIC, SELECT or NAPIT engineer. Front Row Lettings can obtain the certificate on the Landlords behalf for the fee outlined the Schedule.
8.	Gas safety certification for any gas appliances supplied by the landlord, this needs to be carried out every year by a qualified gas safety engineer. Front Row Lettings can obtain the certificate on the Landlords behalf for the fee outlined the Schedule.
9.	Portable Appliance Testing, will need to be carried out on all portable electrical devices supplied by the landlord and tested by a registered NICEIC, SELECT or NAPIT engineer. Front Row Lettings can obtain the certificate on the Landlords behalf for the fee outlined the Schedule.
10.	Smoke Detectors must be fitted in each of the rooms which the tenants will use for general purposes, living room for example, and one in each of the "circulation" area, hall for example.
11.	Heat detectors must be fitted in every kitchen and inter linked to the smoke detectors.
12.	Carbon monoxide detectors are required if there are any gas combustion appliances, for example a boiler.

13. Conduct an in-depth inventory report before the first tenancy. Front Row Lettings can conduct this report for the fee outlined in the schedule.
14. Sign this management agreement and provide all requested details/documents.
15. Provide 3 sets of keys for each property. (2 sets of keys for tenant finding only service)

9 Disclaimer for Tenant Find Service Only – Agreement of Understanding

I/we, the Landlord, am fully aware of the following areas of legislation outlined below and have chosen NOT to take the offer of the Professional Management Service. I am fully competent and have experience with the legislation and keeping up to date with legislative requirements, ensuring to keep the tenant safe.

I/we accept full liability in the event of any fines, omissions, errors, investigations or penalties in relation to any part of the ongoing tenancies, ongoing legislation and legal requirements.

I/we indemnify any liability from the advising agent, Front Row Lettings who has advised me that the more appropriate service would be the Professional Management Service.

- The legislation Acts (not exhaustive) include:
- Consumer Protection Act 1987
- GDPR Privacy Policy Compliance May 2018
- Housing Health and Safety Rating System / HHSRS
- Section 22 of the Immigration Act 1988/2004
- Immigration & VISA documentation
- Deregulation Act 2016
- Smoke Alarms + CO2 requirements
- Updated Gas Safety Regulations
- EPCs Energy Performance Certificates
- Section 6A eviction forms
- EICR
- Money Laundering Regulations
- Legionella Risk Assessments, Asbestos
- Electrical safety
- Deposit Registration, Dispute & Processing Regulations
- Prescribed Section 21 Documents
- Document changes for successful possession
- Housing and Planning Act 2016
- HMO Licensing and Fire Regulations
- HASAWA, Health & Safety at Work Act (contractors etc)
- MMES (Minimum Energy Efficient Standards)
- Energy Efficiency Regulations 2015 and 2018
- Tenant Fee Ban Act June 2019
- ICO Registration legal requirement.
- Homes (Fitness for Human Habitation) March 2019

Consequence of Non- Compliance

- CP12 Certificates, GSC £6,000 or six months in Prison, banning order, SA6 can't be served.
- Deposit Protection 3 Times the rent, SA6 can't be served.
- EICR £30,000 fine, Criminal offence, banning order, SA6 can't be served.
- EPC Regulations £5,000 Fine, Banning Order, SA6 can't be served.
- Unauthorised Charge £30,000 fine, banning order, SA6 can't be served.
- Fire Safety Unlimited Fine, Criminal Offence, Banning Order
- HMO Regulations £20,000, Prison, Rent Repayment.
- GDPR 4% of Turnover or £20 million.
- Evicting Illegally £5,000 fine + 6 months in prison, Banning order.

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