

# Full Management – Terms & Conditions

## 1. SOLE LETTING AGENT

The Landlord appoints Glenham Property Management Limited of 2 1F1 Atholl Place, Edinburgh, EH3 8HP  
Telephone Number: 0131 557 5101  
Email [enquiries@glenhamproperty.co.uk](mailto:enquiries@glenhamproperty.co.uk) or our assignees as sole letting agent for the property.

## 2. APPOINTMENT

Glenham's agency under this agreement will commence on the date of signature of this agreement (unless otherwise agreed) and will continue until terminated under the provisions of this Agreement. Glenham's appointment is subject to a minimum period of 6 months (the Initial Period) and will continue thereafter until terminated by the Landlord giving not less than two months' notice at any time

## 3. MARKETING/ADVERTISING

Glenham will put up To Let boards (if required), take photos and advertise the property on [www.glenhamproperty.co.uk](http://www.glenhamproperty.co.uk) & various advertising portals, produce colour particulars (portals may vary from time to time depending on performance but an updated list can be requested at any time) all for the purpose of marketing the property to let. The cost of marketing is £199 plus VAT (£238.80 inclusive of VAT). This will be charged each time the property is re-marketed.

## 4. MANAGEMENT FEE

Our management fee is 10.00% plus VAT (12% including VAT) of the total rent payable monthly when the rent falls due from the Tenant (whether paid by the Tenant or not) the full management service includes the following:

- Collect and transfer security deposit into Tenancy Deposit Scheme
  - Monthly rent collection
  - Carry out a pre-Tenancy inspection
  - Tenant welcome pack
  - Organise the transfer of utilities and council tax, Arrange applicable discounts for council tax during void periods and process payments
  - If necessary we will organise the necessary gas and electrical safety certificates
  - Arrange Inventory and Condition Reports as per Clause 25
  - 24 hour online access to monthly statements
  - Dedicated Account Manager for tenant queries
  - Organise tradesmen to carry out maintenance to the mutually agreed limit and process contractor invoices
  - Provide check in and manage and arrange process of check out service and agree inventory and meter readings with incoming and outgoing tenants
  - Carry out regular inspections of the property during the Tenancy
  - Provide the tenant with dedicated point of contact for duration of tenancy
  - Deal with tenants, review any dilapidations and calculate subsequent deposit deductions and submit an application to the relevant Tenancy Deposit Scheme at the end of the tenancy (subject to clause 8 and 51) in relation to repayment of and/or claims against the deposit.
  - Key holding service
  - Annual self-assessment report
  - Negotiation and Preparation of Tenancy agreement
- Carry out accompanied property viewings
  - Tenant referencing process

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## 5. RENT INCREASES

Where the Landlord has instructed a rent increase, Glenham will charge a Rent Increase fee of **£30** inclusive of vat to cover the following:

- Preparing and intimating the appropriate notice to increase the rent on any tenant(s)
- Applying any rent increase to the tenancy.

In the event that a tenant objects to a proposed increase in the rent and there is a referral to a rent officer or the First-tier Tribunal for Scotland (Housing & Property Chamber), Glenham will charge a Rent Dispute Fee of **£60 inclusive of vat**. This fee will cover the following:

- Considering opposition to any rent increase notice
- Liaising with rent officer regarding any provisional order and, if necessary, seeking reconsideration
- Considering any rent order made and making an appeal if necessary

## 6. NOTICE TO TENANTS

Where the Landlord wishes to bring a tenancy to an end, Glenham can serve the appropriate notices. In the event that Glenham is instructed to do that, a Notice Fee of **£75 inclusive of vat but exclusive of any outlays (such as sheriff officer fees)** will be payable to cover the following:

- The preparation of the appropriate notices
- Serving or instructing service (where sheriff officers are used) of the notices
- Taking the Landlord's further instructions on expiry of such notices

## 7. JOINT OWNERS

Where the property is jointly owned, the Landlord warrants that he is authorised to give instructions on behalf of all joint owners and provide written confirmation of authority if required.

## 8. TENANT DEPOSIT

The Landlord agrees that it is Glenham's practice to take a deposit from the tenant in respect of damages and

dilapidations. In terms of Tenancy Deposit Schemes (Scotland) Regulations 2011 you require to pay any deposit taken to an approved Deposit Scheme Provider (Deposit Scheme) as well as issue certain information to the tenant(s) all within 30 working days of the start of the tenancy. We will do that for you unless specifically instructed in writing not to by you. Failure to pay a deposit into a Deposit Scheme or issue the required information to tenant(s) may result in you being ordered to pay a sum equivalent to 3 times the original deposit to the tenant(s) as well as being ordered to pay the deposit into a Deposit Scheme. The Deposit itself will be held by the Deposit Scheme and they will retain any interest earned on that deposit. At the end of the tenancy we will handle all administration in respect to the deposit release and will apply for any repayments due from the scheme to the Landlords and tenants as appropriate following the final inspection at the close of the tenancy. We will also act for the Landlord in any handling of any deposit disputes that are passed to the Dispute Resolution Service if the Landlord is in agreement with our advice and recommendations. In cases where the Landlord is not in agreement with our recommendations or the dispute is complex Glenham reserve the right to charge an additional fee to Landlords, which will be calculated in accordance with Clause 53 "Agent's Time".

## 9. MORTGAGE CONSENT

The Landlord warrants that permission to let has been obtained from his mortgage provider.

## 10. LANDLORD REGISTRATION

It is the Landlord's responsibility to register with the Scottish Landlord Registration Scheme and to advise Glenham of the applicable Landlord and property references. It is a criminal offence to act as an unregistered landlord. Failure to provide the appropriate registration numbers may result in us being unable to market your property until they are provided. If the property is jointly owned then both owners must register with the scheme.

## 11. MID TENANCY CHANGES (short-assured tenancies only)

Should changes be required during the course of tenancy these will incur the following costs:

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Change of Tenant (COT) – the charge for drawing up the relevant paperwork for a change of tenant is £125 plus vat (£150 inclusive of VAT)

Lease Extensions – the charge for drawing up the relevant paperwork for extending the lease is £50 plus vat (£60 inclusive of VAT)

### 12. HOUSES IN MULTIPLE OCCUPATION (HMO)

If the property and the Management is classified as an HMO, it is the Landlords responsibility to ensure that the property is registered and has the necessary licence for use as an HMO from the relevant Local Housing Authority.

Glenham charge a fee of £350 plus vat (£420 including VAT but excluding fees payable to the local authority) for the administration of HMO renewals and new licence applications.

### 13. FINANCIAL SERVICES AND MARKETS ACT 2000

With the introduction of the Financial Services and Markets Act 2000, Glenham can no longer deal with or administer insurance claims through a third party insurer. To do so would be a criminal act.

### 14. INSURANCE

We can however carry out insurance related work for Landlords insured through our own block policy. If instructed in writing Glenham will arrange and renew let property insurance. The cost of this policy will be settled by the Landlord. Glenham can co-ordinate and oversee insurance claims. There is an administration fee of **10% plus VAT (12% including VAT)** of the total claim for this service should the claim exceed £500. The Landlord must have adequate buildings and contents insurance including cover for owners/landlords liability for the duration of the tenancy and full details of this will be provided to Glenham, Glenham cannot accept responsibility for the adequacy of any insurance cover arranged.

**15. RENT AND LEGAL EXPENSES COVER** Glenham can provide the Landlord, a Rent and Legal Expenses warranty, should the tenant default during the first twelve months of the tenancy. Information regarding terms and conditions of this warranty are available on request. If purchased,

Glenham's obligation to you is that in the event that there are any defaults in the payment of the Rent (as set out in the tenancy agreement) by the Tenant(s)/Guarantor(s) within the tenancy, we will pay Rent monthly, in arrears as per the rent amount on the tenancy agreement up to a maximum of £2500 per month, for six months or until vacant possession is gained, whichever is soonest. Payments will be made subject to any deductions agreed in the agency agreement. Deductions will also be made for any outstanding charges due from you. In the event of payments being made under this guarantee, all of your rights as Landlord to recover such sums shall be subrogated to the Agent or their insurer in order to affect recovery of sums paid (in the name of the Landlord if necessary or expedient).

By choosing this service you confirm and agree to the same. Recovery of rents paid out shall be at our sole discretion. Should you receive any funds from any Tenant(s)/Guarantor(s) after any date of default which results in us having to pay any monies to you under the terms of this guarantee, you shall immediately notify us of such receipt and shall forward such funds to us immediately on receipt.

Glenham will purchase this warranty on behalf of the Landlord (please refer to separate fee sheet) unless the Landlord informs Glenham that they wish to opt out.

### 16. FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988

The Landlord warrants that he is fully aware of the requirements of these regulations and the relevant amendments. The Landlord declares that all relevant furnishings in, or to be included in the property complies with these regulations.

### 17. GAS SAFETY INSTALLATION AND USE REGULATIONS 1998

The Landlord is fully responsible for ensuring that gas installations and gas appliances are maintained in good order and checked for safety at least every 12 months by a GasSafe registered engineer. If Glenham is not provided with a valid

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gas safety certificate prior to the commencement of the tenancy and annually thereafter, we can appoint a GasSafe registered to inspect all gas appliances and their installations and carry out any remedial work necessary. If you want it to do so, please ask for a quote. Any cost incurred will be debited to the Landlords account and will be at the Landlord's expense.

### 18. ELECTRICAL INSTALLATION CONDITION REPORT (EICR)

A Landlord has a duty of care to ensure all electrical installations and any appliances supplied by the Landlord are safe. It is mandatory for a Landlord to have an EICR prepared for the property at intervals of not less than 5 years and records kept for not less than 6 years. An EICR must also be accompanied by an annual Portable Appliance Test (PAT) for any appliances supplied by the Landlord. Accordingly, if not supplied by the Landlord for the beginning of any tenancy or when they fall due, Glenham can arrange for you wish us to do an EICR to be prepared at the Landlord's expense. If so, please ask for a quote for this service. The EICR if instructed to do so by the Landlord, such costs will be deducted from the Landlord's account.

### 19. ENERGY PERFORMANCE CERTIFICATES

In accordance with a European Union directive all properties let after January 2009 require an Energy Performance Certificate. An EPC is valid for 10 years. Unless the property has a valid EPC, Glenham can arrange this at the Landlords expense. If you wish us to do so, please ask us for a quote for this service.

### 20. LEGIONELLA

A landlord has a duty to control the risk of Legionella. As such all landlords require to carry out a risk assessment to identify and assess potential sources of exposure to a risk of legionella, and thereafter, where a risk has been identified to introduce a course of action to prevent or control any identified risk. Whilst the risk assessment can be carried out by the Landlord themselves, that is only the case where they are competent to do so. Alternatively the risk assessment can be done by a suitably qualified third party. If no risk assessment has been prepared, then one can be carried out on the Landlord's behalf and at their expense. If you wish us to do so, please ask us for a quote for this service.

### 21. OVERSEAS LANDLORDS FINANCE ACT 1955

Unless an exemption is received by Glenham from the Inland Revenue, Glenham is obliged by law to deduct tax from rent received and pay it to the Inland Revenue on a quarterly basis. Joint owners must each have their own exemption. Exemptions are not transferable between agents.

### 22. TENANT SELECTION AND REFERENCING

Included as standard with the Rent Warranty Policy, a 3<sup>rd</sup> party intelligent referencing specialist will carry out applicant electoral roll verification and a full check for adverse credit, bankruptcy orders and IVAs on all declared and undeclared addresses.

One of the 3<sup>rd</sup> party referencing team will also engage with employers, accountants, pension providers, landlords and letting agents to verify earnings and references to provide agents with a detailed PDF report.

In addition to the standard references, the referencing specialist also has the ability to assess students, applicants with independent means, retired applicants and companies.

Once applications are submitted their team aim to complete all Ultimate references within 48 business hours.

Where Rent Warranty Policy is opted out of, Glenham will request copies from applicants, of:

Photo identification.

Proof of Address.

Proof of income.

Credit Report (UK applicants).

Landlord reference (if applicable).

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Great care will be taken in selecting suitable tenant and financial guarantors may be obtained where deemed necessary. However, we are unable to guarantee the suitability of tenants, timely rent payments or vacant possession at the end of the tenancy. We cannot be held liable by the Landlord for such events.

The Landlord agrees that Glenham will inform you in writing of all applications made for the property as soon as possible. In the case of multiple applications being received we will advise you which application we have approved and on request we can provide you all the relevant information about the offer and the applicant. Glenham will not as standard, confer, unless requested by a landlord about tenant applications but will assess applicants based on requirements set out on the instruction to manage. Glenham will stop marketing the property once an application has been received from applicants who we believe to be suitable and who have paid the deposit.

## 23. INSPECTIONS

Glenham will carry out regular inspections. They are not intended to be structural surveys or inventory checks. Glenham cannot accept responsibility for hidden or latent defects.

## 24. EMPTY VISITS

Many major insurance companies insist that regular visits are carried out on empty properties. In the event that you wish us to provide this service for you, we will be pleased to provide you with further details.

## 25. INVENTORY

Glenham use an independent inventory provider to prepare a detailed inventory on your behalf. The company is an APIP (Association of Professional Inventory Providers) registered company and although great care will be taken we cannot accept responsibility for error or omission. There will be a charge for the preparation of inventories. The charge is dependent on the size of the property and the level of

furnishing in the property. Please see our Glenham Fee sheet for prices. For further details please contact Glenham. Failure to prepare proper inventories will prejudice any deposit repayment claim with an approved Tenancy Deposit Scheme.

## 26. CLEANING

Prior to the initial (first) let the property should be cleaned to a professional standard. Glenham can arrange for cleaning to be carried out at the Landlord's expense. Mattress protectors must be provided at the beginning of every new tenancy at the Landlords cost.

## 27. APPLIANCES

The Landlord agrees that all appliances and apparatus in the property are in full working order and any maintenance and snagging issues have been completed. The landlord will also insure that manuals for all appliances and apparatus are left in the property. Failure to supply appliance instructions may result in call-out charges to be paid by the landlord, should the tenant be unable to use an appliance.

## 28. KEYS

Glenham will tag keys with a reference number, not the property address; therefore if a set of keys is lost our liability is limited to the cost of cutting a new set of keys.

A minimum of 3 sets of keys will be required. Glenham retains 1 set for emergency access, maintenance and inspections. Each tenant will require 1 set of keys. If additional sets are required Glenham will arrange copies at the Landlords expense.

## 29. SMOKE DETECTORS

The Landlord confirms that the property has a working mains supplied hard-wired smoke detection system with a stand-by power supply. There should be hardwired interlinked smoke alarms in the room frequently used for general daytime living purposes, in every circulation space (e.g. halls and landings) as well as a heat alarm in every kitchen. The Landlord understands that any existing battery operated systems should be replaced with a hard-wired interlinked system unless the Landlord can objectively justify (and prove where challenged) why a lesser level of

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protection is appropriate in a particular property. This is in compliance with the Repairing Standard set out in the Housing (Scotland) Act 2006. The Landlord will be liable for the cost of any replacement or upgrading.

### 30. CARBON MONOXIDE DETECTORS

The Landlord confirms that, the Property (should it require one) has a working carbon monoxide detection system which complies with the current building standards. Where the property requires such carbon monoxide detectors and the property does not so comply, the Landlord will be liable for the cost of any installation, replacement or upgrading.

### 31. SERVING NOTICE

With short assured tenancies, subject to the minimum period of the tenancy agreement, the tenant must be given at least 2 months' notice to vacate the property. The notice must be tie-in with the tenancy 'ish' date. Glenham require 12 weeks to enable proper service of notice on the tenant. It is the Landlords responsibility to give such notice of their wish to recover possession of the property, in writing and in sufficient time to Glenham. With Private Residential Tenancies (PRT) there is no minimum tenancy term and the Landlord can only bring a PRT to an end by relying on one of the statutory grounds for possession. Glenham can only serve Notice To Leave on tenants under such statutory grounds as cannot guarantee any grounds will apply.

### 32. TRANSFER OF RENT

Cleared rent will normally be transferred to the Landlords bank account within 5 working days, less any monies due. In some cases it may take longer to process, allocate or clear rent payments.

Glenham cannot pay rent to the Landlord unless cleared funds have been received from the tenant. If rent is to be transferred internationally, there may be a small charge from the recipient's bank. The Landlord hereby agrees that Glenham has no duty to account for such interest earned to the Landlord.

Where a tenant fails or delays to pay rent, Glenham will advise the Landlord of this in writing. This will normally be done after the 10<sup>th</sup> day a tenant is in arrears.

### 34. RENT STATEMENT AND INVOICES

Glenham will provide detailed rent statements for all rent received and provide invoices for work carried out.

### 35. LANDLORDS BANK CHARGES

Glenham cannot be held responsible for any bank charges incurred by the Landlords bank due to rent payments being late or insufficient to cover the scheduled payments.

### 36. THE REPAIRING STANDARD

In terms of the Housing (Scotland) Act 2006 the Landlord requires to ensure that the property meets the Repairing Standard as laid out in Section 13 of that Act. That means that the Landlord has an obligation to ensure the following:-

- The property is wind and watertight and in all other respects fit for human habitation.
- The structure and exterior of the property are in a reasonable state of repair and working properly.
- The installation for supply of water, gas, electricity, sanitation, heating, and water heating are in a reasonable state of repair and working properly (as long as the landlord has some form of responsibility to maintain these installations whether directly or indirectly).



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- Furnishings supplied by the Landlord under the tenancy can be used safely and for the purpose they were designed.
- That there is satisfactory provision for fire/smoke detectors. (refer to clause 29)
- That there is satisfactory provision for the detection of carbon monoxide in quantities hazardous to health

### 37. REPAIRS AND MAINTENANCE

Glenham will attend to day to day minor repairs and maintenance of the property and its contents. In the event of major repairs Glenham will endeavour to consult with and take instruction from the Landlord. The Landlord agrees to carry out or give instruction to carry out repairs or maintenance within a reasonable period of time. In the case of an emergency or when Glenham considers it necessary, we will act in order to protect the Landlords interest without consultation.

The Landlord will be responsible for the cost of any repairs or maintenance carried out by Glenham, or their appointed contractors.

The Landlord agrees that if repair or maintenance is required, Glenham will only contact the landlord should the repair or replacement exceed the sum of

£200(per job). The landlord agrees that the sum of £200 will be held back from the first month's rent as a reserve to be used for any repairs deemed necessary during the tenancy. If it is necessary to use the float reserve it will be topped up from the following months' rent. If there are insufficient funds in the Landlord's account, Glenham will not instruct any works until sufficient funds are received from the Landlord. The landlord hereby agrees that Glenham will retain any interest by the holding of such a float.

Maintenance works exceeding £5000 will require project managing and the fee for this service is 10% plus vat (12%) of the invoice total.

Glenham must be advised prior to let of any conditions regarding Boiler Care Agreements, Warranties/Guarantees or Boiler Servicing. **As standard Glenham do not arrange any boiler servicing without prior instruction from the landlord, a landlord's gas safety certificate does not include a service.**

If there is an IDEAL boiler in the property please be aware that whilst Glenham can arrange minor repairs on behalf of

the landlord, any parts required would have to be fitted by an IDEAL engineer and IDEAL will require payment from the landlord in advance of any callout. We recommend to consider a monthly IDEAL Protection Plan - please discuss this with the manufacturer for further details

### 38. TRANSFER OF UTILITIES

Where provided with the name of suppliers and utility account numbers, Glenham will inform existing suppliers and the local authority of the tenants' name, date of entry and meter readings.

At the end of the tenancy, the tenant is required to provide proof that all utility accounts have been finalised and paid. The landlord agrees that all accounts for Gas and Electricity will be transferred to the tenant(s) names for the duration of the let. It is the responsibility of the Landlord to close down any existing utility accounts prior to the start date of the first tenancy.

### 39. AMENDMENTS/VARIATIONS

This contract constitutes the entire agreement between the Landlord and Glenham and supersedes all prior agreements, understandings, representations or communications between parties. No amendments or variations will have any contractual effect unless approved in writing by a director of Glenham.

### 40. ENDING THIS AGREEMENT

Either party may terminate this agreement by giving no less than two months written notice to coincide with the end of the Initial Period of our appointment, or at any time thereafter. If the Landlord withdraws his property after marketing has commenced but where no Tenant has been found a £175 plus VAT (£210 inclusive of VAT) cancellation fee will be due to Glenham.

Whether ended by the Landlord or Glenham, upon termination Glenham will confirm to the Landlord the date this agreement ends, any fees or charges due to Glenham and arrangements for return of the Landlord's property (e.g. keys or safety certificates). Glenham will also notify any tenants that they no longer act and provide contact details for the Landlord or any new letting agent instructed.

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## 41. VACANT POSSESSION

The landlord agrees to inform Glenham in writing before the appropriate deadlines if the landlord needs vacant possession of the property and/or require termination of the lease. If Glenham has not received written instructions to end the lease by the legal deadlines, we will assume that you are happy to continue the lease under the same terms. Glenham accepts no liability for extending a lease if it has not been advised otherwise.

## 42. ENVIRONMENTAL POLICY

When electrical appliances require to be replaced, Glenham will endeavour to replace them with 'A' rated appliances, wherever possible. When replacing normal light bulbs we will endeavour replace them with energy efficient light bulbs.

## 43. PROFESSIONAL ASSOCIATIONS

Glenham are members of ARLA (Association of Residential Letting Agencies), The Landlord Accreditation Scotland Scheme and The Property Ombudsman.

## 44. DATA PROTECTION AND PRIVACY POLICY

Information we hold about you, whether on paper or on computer, will be used lawfully, kept up to date, kept secure, not kept for longer than necessary and will not be passed to third parties without your instruction or the instruction of a government body, all in accordance with: the General Data Protection Regulation (EU) 2016/679 (the GDPR); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and any legislation that, in respect of the United Kingdom (UK), replaces, or enacts into UK domestic law, the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the UK leaving the European Union.

## 45. COMMUNICATION

Unless otherwise agreed, all written communication with Landlord by Glenham is sent by email. Instructions from the Landlord(s) to the Glenham regarding the Extension (where appropriate) or Termination of tenancy agreements, major repairs, changes to contact or banking information or detailing any other significant issue, should be made in writing, preferably by email to the address provided in the Landlord and Property Information form.

Glenham will, on occasion, either directly or through their trusted partners (insurers, mortgage providers, contractors etc.), contact Landlord with preferential industry related service offers.

Glenham is subject to the Letting Agent Code of Practice as set out in the Letting Agent Code of Practice (Scotland) Regulations 2016 (the Code). A copy of the Code can be provided to the Landlord on request and will usually be provided electronically.

## 46. MINIMUM SERVICE STANDARDS

Glenham will aim to respond to enquiries or requests from the Landlord or any tenants as follows:

Non-emergency e-mails and calls will be acknowledged within 5 working days, and responded to within 10 working days.

Emergency emails and phone calls will be acknowledged within 2 working days, and responded to within 5 working days.

If Glenham is unable to respond in full within the timeframes outlined above, we will keep the Landlord or any tenant informed of when you can expect a response.

There may occasionally be circumstances out with Glenham's control which prevent us from adhering to these timeframes:

- when the office is closed for weekends or public holidays;
- where adverse weather or sickness has led to staff shortages;
- where we cannot respond in full without the input of a third party (e.g. contractor, landlord, tenant) who is not available;
- where we cannot respond in full without visiting the rental property and the tenant is restricting access;
- where we cannot respond in full without the input of a key member of staff who is not available.

Glenham will not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.



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## 47. CUSTOMER SERVICE

We promise that we will act fairly and reasonably in all our dealings with you and hope to exceed your expectations.

## 48. MAKING A COMPLAINT

If you ask us, we will tell you how to make a complaint and how quickly we will deal with it. Glenham is a member of the Property Ombudsman (TPO) Scheme and if the Landlord is dissatisfied with the final decision in any complaint, it can be submitted to the TPO for review. Glenham can provide contact details of the TPO if requested. Glenham is also a member of ARLA Property mark. Contact details can be provided on request.

You may apply to the First-tier Tribunal for Scotland (Housing & Property Chamber) if we have breached the Scottish Letting Agent Code of Practice and you remain dissatisfied once the above steps have been exhausted, or if we do not process your complaint within a reasonable timescale. You can contact the Housing & Property Chamber at: -  
4th floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB, Telephone: 0141 3025900. Details can be found at

<https://www.housingandpropertychamber.scot>

## 49. VAT

All Glenham management fees and any other charges are subject to VAT at the prevailing rate.

## 50. TERMS OF BUSINESS

Glenham reserves the right to amend its fees and terms of business and the landlord will be given 60 days notification of any such changes.

## 51. TERMINATION

The Landlord agrees that Glenham reserves the right to terminate this agreement with immediate effect should the

Landlord fail to comply with any laws or regulations governing leased property, or fail to comply with Glenham's Terms and Conditions as set out in this document.

The Landlord also acknowledges that, where they fail to meet their legal obligations as a landlord or delay in complying with same, not only do Glenham require to stop acting for them but that they have a legal duty to inform the relevant authorities of such failures and/or delays.

## 52. RIGHT TO LET

The Landlord agrees that they have unrestricted right and title to let the property and the contents. The Landlord has produced a copy of the authority to let such as copy titles for the property or power of attorney. Failure to do so may result in delays in marketing the property authorising them to act. If Glenham require to obtain such confirmation, before the property is let. A further fee of £100 including VAT but excluding any outlays may be payable to Glenham to obtain the required documents.

## 53. AGENTS TIME

The Landlord agrees that any task carried out with the scope of this agreement will be charged on a time and line basis. Currently £60 per hour excluding VAT and outlays (£72 per

hour per including VAT)

## 54. INSTRUCTING SOLICITORS

Should the Landlord require Glenham to instruct Solicitors on their behalf in relation to the Tenancy, any additional work (e.g. instructing Notice to Quit and AT6, providing documentation or general liaison) will be charged in accordance with Clause 53.

## 55. SALE TO TENANTS

In the event of a tenant, having been secured by Glenham under this Agreement, concluding missives with the Landlord to purchase The property, a sales introduction fee equivalent to 0.25% plus VAT (0.30% including VAT) of the purchase price will be payable by the Landlord to Glenham on termination of this Agreement by reason of such missives.

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## 56. COOLING OFF

In terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Landlord (where they are a natural person(s)) has the right to cancel this agreement for the provision of services within 14 days of signing without any charge or penalty (subject to charges for work instructed during the cancellation period as detailed below). In addition and payments received from you will be reimbursed. To exercise this right to cancel, the Landlord(s) must inform Glenham of their decision to cancel this contract in a clear statement (for example a letter sent by post, a fax or an email). This can be done using the Model Cancellation form in terms of Schedule 3 Part B of those regulations, a copy of which has been provided with this agreement if it has been sent to the Landlord for signature. This right to cancel will not apply where this agreement has been signed at Glenham’s premises by the Landlord. Unless otherwise agreed Glenham cannot therefore commence marketing of the property until the 14 day cooling off period has passed. If the Landlord wishes Glenham to commence immediate marketing of the property, then please indicate where provided below. In those circumstances, all or a proportion of the Marketing/Advertising Fee, Management Fee or cancellation fee to reflect work done on the Landlord’s behalf during the cooling off period will be payable by the Landlord as well as any outlays incurred on their behalf to the point cancellation is intimated to Glenham. This will only apply where a tenant is secured and a tenancy agreement entered into during this period.

## 57. CLIENT MONEY PROTECTION AND PROFESSIONAL INDEMNITY INSURANCE

Glenham hold adequate Professional Indemnity and Client Money Protection insurance. Full details of which can be provided on request.

## 58. CONFLICT OF INTEREST & COMMISSIONS

Glenham will declare any potential conflict of interest as soon as reasonably possible after becoming aware of such a potential conflict of interest.

Current potential conflicts and commissions from third-parties include the following:

- During the course of our agency, from time to time we receive commissions from third-party service providers

A statement setting out the full details of any financial interest Glenham has in providing third-party services is available on request.

## 59. MISCELLANEOUS

The Landlord agrees that Glenham have authority to the following:-

- Erect a ‘To-Let’ board at the property
- Sign all legal documents in connection with matters arising from this Agreement on behalf of the Landlord;
- Remove furniture, furnishings, electrical appliances, installations or gas appliances from the property which do not comply with the current safety legislation or the Repairing Standard and to replace them at the Landlords expense with a reasonable equivalent; and
- Deduct any sums due to Glenham (including but not limited to commission, fees or reimbursement of outlays) by the Landlord from sums held on account on the Landlord’s behalf.
- Retain any interest earned on money held by Glenham on behalf of the Landlord

Signed for and on behalf of Glenham Property Management Limited

Signed \_\_\_\_\_

Date \_\_\_\_\_

## Instruction to Manage

LANDLORD(S) NAME

\_\_\_\_\_  
\_\_\_\_\_

PROOF OF IDENTITY

Copy Passport/ Photographic Drivers Licence  
attached

Proof of Address attached

(failure to provide the above may delay marketing of the  
property)

Authority to let (eg copy property titles or authority to  
let)

Attached  
Please Specify

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPERTY TO BE LET

Address \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Tel No \_\_\_\_\_

Rent Required \_\_\_\_\_

Letting to Start \_\_\_\_\_

Special Conditions (ie no smokers)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alarm code (if any) \_\_\_\_\_

Can a To Let board be used? YES/NO

Property Factor (if any) \_\_\_\_\_

INSURANCE DETAILS

Do you require Glenham to arrange a let property  
insurance quotation? YES/NO

If YES please complete:

Buildings Insurance: amount of cover (min  
£60,000)

\_\_\_\_\_

Content Insurance: amount of cover (min  
£10,000) \_\_\_\_\_

Date cover to commence

\_\_\_\_\_ If, NO please  
note the following:

With the introduction of the Financial Services  
and Markets Act 2000 Glenham cannot deal with  
or administer insurance related work via a third  
party insurer. To do so would now be a criminal  
act.

UTILITIES

Electricity Supplier \_\_\_\_\_

Meter Point Admin Number, this can be found on  
your

Electricity bill

# Instruction to Manage

Gas Supplier \_\_\_\_\_

Gas Meter Point Reference Number, this can be found on your gas bill.


Council Tax account no \_\_\_\_\_

Council Tax Band \_\_\_\_\_

Location of water mains tap: \_\_\_\_\_

\_\_\_\_\_

Location of gas meter \_\_\_\_\_

\_\_\_\_\_

Location of electricity meter \_\_\_\_\_

\_\_\_\_\_

**SERVICE CONTRACT/WARRANTIES**

Please provide details of any service contracts or warranties including policy numbers, contact details and expiry dates.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LANDLORDS DETAILS**

Owner 1 \_\_\_\_\_

Owner 2 \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Home Tel \_\_\_\_\_

Work Tel \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

Will you be resident Abroad/In the UK

*If you are resident abroad we will need an exemption certificate from the Inland Revenue*

**BANK DETAILS**

Bank/Building Society \_\_\_\_\_

\_\_\_\_\_

Branch \_\_\_\_\_

Account Name \_\_\_\_\_

Sort code \_\_\_\_\_

Account No \_\_\_\_\_

## Instruction To Manage

I instruct and authorise Glenham Property Management Ltd to act on my/our behalf in the marketing and management of this property. I have read and understood the Terms and Conditions as set out above and overleaf. I accept that in signing this document I am bound by its entire contents.

Name of Owner 1 \_\_\_\_\_

Signature 1 \_\_\_\_\_

Date \_\_\_\_\_

Landlord Registration Owner 1

\_\_\_\_\_

Name of Owner 2 \_\_\_\_\_

Signature 2 \_\_\_\_\_

Date \_\_\_\_\_

Landlord Registration Number Owner 2

\_\_\_\_\_