

## 1. SOLE LETTING AGENT

The Landlord appoints Glenham Property Management Limited of 2 1F1 Atholl Place, Edinburgh, EH3 8HP Telephone Number: 0131 557 5101 / LARN:1811020 / Email [enquiries@glenhamproperty.co.uk](mailto:enquiries@glenhamproperty.co.uk) or our assignees as sole letting agent for the property.

## 2. APPOINTMENT

- i) 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.
- ii) 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.
- iii) The Landlord understands and agrees that Glenham shall be entitled to assign, otherwise transfer or subcontract this agreement or any of its rights and obligations under this agreement (in whole or part) without the prior written consent of the Landlord.
- iv) These terms shall be governed, construed and enforced in accordance with the law of Scotland and subject to the exclusive jurisdiction of the Scottish courts and Tribunals.

## 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 £250 plus VAT (£300 inclusive of VAT). This will be charged each time the property is re-marketed.

## 4. MANAGEMENT FEE

Our management fee is 12.00% plus VAT (14.4% 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 which is covered by the management fee includes the following:

- Carry out accompanied property viewings
- Tenant referencing process 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 27
- 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 (excluding repairs to any common areas or parts owned in common with other proprietors in the same building)
- 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 apply to the relevant Tenancy Deposit Scheme at the end of the tenancy (subject to clause 9 and 53) in relation to repayment of and/or

- claims against the deposit.
- Key holding service
- Annual self-assessment report
- Negotiation and Preparation of a Tenancy agreement

## 5. RENT INCREASES

Where the Landlord has instructed a rent increase, Glenham will charge a Rent Increase fee of £75 (£90 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

Rent Increases can only be carried out subject to current legislation.

## 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 end a tenancy, a Notice Fee of £70 (£84 inclusive of vat) Glenham use a firm of Solicitors to serve notice and they charge additional fees which will be advised at the time of instruction.

## 7. TENANT DEFAULT FEES

In certain circumstances, usually where any tenant is in default of their obligations under a tenancy agreement, Glenham will have to do additional work to protect the landlord's interests. In those circumstances, Glenham reserve the right to charge further fees as set out in this section. These fees will only be rendered where Glenham are able to recover payment of these fees directly from a tenant or tenants. For the avoidance of doubt, Glenham will not charge such fees in the event payment is not received from a tenant or tenants. The circumstances where such fees will potentially be payable are as follows:

- Where a tenant or tenants fail to pay rent on time (or in full) Glenham will issue reminder letters to them in line with our written Debt Recovery Procedure. Where Glenham do issue such letters to tenants and where Glenham are able to recover the costs direct from the tenant or tenants, a fee of £18 including vat will be payable on the rent due date as well as separate fee(s) of £18 inclusive of vat for every reminder issued thereafter to the tenant.
- Where any tenant payment is dishonoured (whether by cheque or otherwise) or where there is an unidentified payment made by a tenant, then a fee of £18 plus vat will be payable per payment.
- Where, in breach of their obligations under a tenancy agreement, a tenant or tenants vacate your property in a condition that requires remedial work to be carried out (for example cleaning or damage caused to the property), a Remedial Works fee of £24 inclusive of vat will be payable per instruction to contractors in addition to the cost of any contractor's invoices.
- Where a tenant or tenants overpay rent in error, whether during a tenancy or immediately afterwards for example as a result of failing to cancel a standing order, and Glenham have to process payment back to them, then an administration fee of £18 including vat will be payable.

## 8. 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.

## 9. 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 (or 30 working days of the receipt of any instalment towards the agreed deposit). 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 55 "Agent's Time".

## 10. MORTGAGE CONSENT

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

## 11. LANDLORD REGISTRATION

It is the Landlords 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.

## 12. MID TENANCY CHANGES

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

Change of Tenant (COT) – the charge for drawing up the relevant paperwork for a change of tenant is £175 plus vat (£210 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).

## 13. 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) to administer the HMO renewal paperwork. This does not include the fees payable to the local authority for the cost of the and new licence application.

## 14. FINANCIAL SERVICES AND MARKETS ACT 2000

Subject to clause 15, 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.

## 15. INSURANCE

We can however carry out insurance related work for Landlords insured through Glenham's block insurance policy. This block policy is provided by third party insurers but can be accessed through us. Please let us know if you would like further details. 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 arrange quotations 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.

## 16. RENT AND LEGAL EXPENSES COVER

Glenham will provide the Landlord, a Rent Protection 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 £3500 per month, for fifteen 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 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.** Payment of this service is dependent on Glenham being able to successfully claim from their Rent Protection policy for this to be approved landlords must adhere to all obligations they have to the tenant e.g. maintenance or repairs as stipulated in the repairing standards, as if these are not adhered to this may lead to a claim being declined or delayed. The Rent Protection Warranty will renew annually automatically until otherwise instructed.

## 17. 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.

## 18. 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 gas safety certificate prior to the commencement of the tenancy and by the annual renewal date thereafter, we can arrange for a GasSafe registered to inspect all gas appliances and their installations and carry out any remedial work necessary. If you want Glenham to do so, please ask for a quote. Any cost incurred will be debited to the Landlord's account and will be at the Landlord's expense. Glenham reserve the right to require payment of the

anticipated costs of doing so in advance of instructing contractors and prior to the work being carried out.

## **19. 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 more 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. Glenham reserve the right to require payment of the anticipated costs of doing so in advance of instructing contractors and prior to the work being carried out.

## **20. ENERGY PERFORMANCE CERTIFICATES**

The property must have an Energy Performance Certificate prior to marketing. It gives homeowners and tenants information on the energy efficiency of a property, and the EPC rating must be displayed on property adverts. An EPC is valid for 10 years. If the property does not have a valid EPC, Glenham can arrange this at the Landlords additional expense. If you wish us to do so, please ask us for a quote for this service.

## **21. 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. When applying for or renewing your landlord registration, you will require to provide the local authority with Information relating to the legionella risk assessment conducted. 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.

## **22. LEAD IN DRINKING WATER**

A landlord has a duty to ensure that the water supply for any property they rent out is free from lead. That means that the Landlord should check all visible pipework (ideally through the use of an approved "WaterSafe" contractor) and where a risk is identified or where the Landlord is unsure if there is lead pipework, testing should be undertaken. Older properties (especially those built before 1970) are at more risk of having lead in their internal pipework generally and not just the pipework leading into the property. Glenham can arrange a check of the water and water sample if required. If remedial work is required, Glenham can arrange this work on your behalf. This would be at additional cost. Please ask us for a quote for this service.

## **23. OVERSEAS LANDLORDS FINANCE ACT 1955**

Unless an exemption is received by Glenham from HMRC, 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.

## **24. TENANT SELECTION AND REFERENCING**

All potential tenants will be referenced using a third-party intelligent referencing specialist to carry out electoral roll verification and a full check for adverse credit, bankruptcy orders and Individual Voluntary Arrangements/Trust Deeds on all declared and undeclared addresses. One of the third-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 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.

The cost of referencing is £30 exclusive of vat (£36 inclusive of vat) per tenant applicant and/or guarantor.

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

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. Glenham cannot be held liable by the Landlord for such events.

The Landlord agrees that Glenham will assess any application for a tenancy at the property and determine the suitability of such applications based on the criteria set out in the Instruction to Manage. The Landlord further agrees that Glenham will **not be required to** inform you of applications made for the property unless specifically requested by the Landlord to do so in writing, but will inform you of any applicant for a tenancy at the property that Glenham has approved. In the case of multiple applications being received Glenham will advise you which application has been approved and, on request, we can provide you all the relevant information about the offer and the applicant.

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.

## 25. INSPECTIONS

Whilst the property is tenanted, Glenham will carry out regular inspections. These are only visual checks of the property and not formal surveys. They are not intended to be structural surveys or inventory checks. Glenham cannot accept responsibility for hidden or latent defects. Glenham can only carry out inspections where tenants allow access or where an access order is granted by the first-tier tribunal.

## 26. EMPTY VISITS

Glenham will only inspect your property whilst it is tenanted. Many major insurance companies insist that regular visits are carried out on empty or untenanted properties. In the event that you wish us to provide this service for you, we will be pleased to provide you with further details and a quote.

## 27. INVENTORY

Glenham use an independent inventory provider to prepare a detailed inventory on your behalf. The company is accredited by ARLA Propertymark 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.

## 28. 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.



## 29. 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 ensure 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.

## 30. 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.

## 31. SMOKE DETECTORS

The Landlord must ensure that the property has a functioning smoke detection system that is either a hardwired or along life tamper proof lithium battery system. It must be, interlinked and there must be a smoke alarm in the room frequently used for general daytime living purposes, in every circulation space (e.g. Halls and landings), one on each storey either in any circulation space or the main room on that storey) as well as a heat alarm in every kitchen. All such detectors should be ceiling mounted. The Landlord understands that any older "User replaceable" battery operated systems should be replaced with a system that meets current requirements unless you can objectively justify (and prove where challenged) why a lesser level of protection is appropriate in a particular property. The Landlord will be liable for the cost of any replacement or upgrading.

## 32. 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.

## 33. SERVING NOTICE

If the Landlord requires possession of the property which is let on a Private Residential Tenancy (PRT) the Landlord will have to rely on one of the statutory grounds for possession. With PRTs there is no guarantee that such a ground will exist, and tenants have significant security of tenure. The Notice to be given to Tenant can depend on the length of time they have occupied the Property up to a maximum of 3 months.

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.

Whether the property is let under a PRT or an older assured or short-assured tenancy, all grounds for possession are discretionary meaning that in the event that a tribunal application is required, the tribunal will only order an eviction where they deem it reasonable to do so. As such, Glenham cannot guarantee that the Landlord will recover possession of the property even if a relevant statutory ground for eviction or possession is established. Where the Landlord instructs such notices, then the Notice Fee under clause 6 above will be payable along with any solicitors costs.

## 34. TRANSFER OF RENT

- i) 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.
- ii) Glenham cannot pay rent to the Landlord unless cleared funds have been received from the tenant.
- iii) If rent is to be transferred internationally, there may be a small charge from the recipient's bank.
- iv) Where Glenham receive rent in advance (normally this can be no more than 6 months' rent in advance), then the Landlord irrevocably agrees and instructs Glenham to retain any such rent and pay it to them pro-rata on a monthly basis (after deduction of their normal fees and commission) so long as any tenant remains in the property. The Landlord also understands and agrees that, should the tenant give notice prior to any rent in advance being transferred to them, Glenham will return any unused portion of the rent paid in advance to the tenant.

The Landlord hereby agrees that Glenham has no duty to account for interest earned on any rental payments held by Glenham prior to transfer 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 10th day a tenant is in arrears.

## 35. RENT STATEMENT AND INVOICES

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

## 36. 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.

## 37. THE REPAIRING AND TOLERABLE STANDARDS

The Landlord requires to ensure that the property meets the Repairing and Tolerable Standards. 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).
- 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 31).
- That there is satisfactory provision for the detection of carbon monoxide in quantities hazardous to health
- The property is structurally stable, free from rising damp, provision for lighting, heating, ventilation and thermal insulation, has a wholesome supply of running water, has satisfactory sanitary and washing facilities and has satisfactory cooking facilities.
- The property must have satisfactory provision for, and safe access to a food storage area and food preparation space.
- Common parts pertaining to the property must be capable of being safely accessed and used.
- If the property is part of a tenement, then common doors must be secure and fitted with satisfactory emergency exit locks.
- In determining whether the property meets the required standards, regard must be had to Scottish Government Guidance and/or current Building Regulations.



### 38. 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 £300 (per job). The landlord agrees that the sum of £300 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 facilitation 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 you consider a monthly IDEAL Protection Plan - please discuss this with the manufacturer for further details.

**Although Glenham have certain duties under the Letting Agent Code of Practice in relation to pursuing contractors for defective or inadequate work, Glenham shall have no liability to the Landlord in contract, delict (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance by any third-party contractor engaged by Glenham on the Landlord's behalf.**

### 39. COMMON REPAIRS

Glenham will notify the Landlord of any common repairs affecting the property that they are notified of, or are brought to their attention or that Glenham reasonably become aware of during the management of the property. The Landlord agrees and understands that that the responsibility for arranging, managing and paying for common repairs rests with the Landlord, the appointed factor, or other co-proprietors and not Glenham.

If agreed separately with the Landlord, Glenham can liaise with any property factor, owners' association, other proprietors or contractors in relation to such works. Further, if agreed separately with the Landlord and in appropriate circumstances, Glenham can instruct quotes as well as arranging contractors to carry out any required works. However, such actions, if agreed to by Glenham, would not be covered by the Management Fee in clause 4 above and would therefore be subject to additional charges as set out in Clause 55 "Agents Time".

Glenham cannot be held liable for any loss, delay, or dispute arising from the actions or failures of factors, co-proprietors, contractors or any other parties in relation to such common repairs.

## 40. TRANSFER OF UTILITIES

Where provided with the name of suppliers and utility account numbers, Glenham will endeavour to 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. Glenham cannot be held responsible for any failures by tenants to settle utilities at the end of any tenancy. 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.

## 41. 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.

## 42. 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 £250 plus VAT (£300 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.

## 43. 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.

## 44. 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 to replace them with energy efficient light bulbs.

## 45. PROFESSIONAL ASSOCIATIONS

Glenham are members of ARLA Propertymark and the Council of Letting Agents (CLA).

## 46. DATA PROTECTION AND PRIVACY POLICY

The General Data Protection Regulations (GDPR) (EU) 2016/679 provides protection for individuals' data and privacy and places obligations on companies to handle personal data accurately, fairly and in a lawful manner. The landlord agrees that Glenham may use your personal information in our provision of services to you. Please see our Privacy

Notice for details of how your personal information will be used. Our Privacy Notice can be found on our website: [www.glenhamproperty.co.uk](http://www.glenhamproperty.co.uk).

## 47. 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.

## 48. 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.

## 49. CUSTOMER SERVICE

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

## 50. 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 also a member of ARLA Property mark and the Council of Letting Agents. 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 steps outlined in our complaints procedure have been exhausted, or if we do not process your complaint within a reasonable timescale. You can contact the Housing & Property Chamber at: - Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT, Telephone: 0141 3025900. Details can be found at <https://www.housingandpropertychamber.scot>.

## 51. VAT

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

## 52. 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.

## 53. 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.

## 54. 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.

## 55. 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. The client will be informed, and fees discussed prior to any work being carried out. Our standard hourly rate for additional work is £80 per hour (£96 per hour including VAT).

## 56. 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 Notice to Leave, providing documentation or general liaison) will be charged in accordance with Clause 54.

## 57. 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.

## 58. 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, 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.

## 59. 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.

## 60. 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.

The Landlord agrees that Glenham shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf in accordance with this agreement (if any). Details of such income received by Glenham can be provided to the Landlord on request.

## 61. FINANCIAL MATTERS

The Landlord will indemnify Glenham (not hold Glenham liable) for any claim, damage or liability suffered by Glenham as a result of acting on the Landlord's behalf unless this arises through the Glenham's negligence or breach of contract. The Landlord will pay, reimburse and indemnify Glenham (refund to Glenham) for all costs incurred by Glenham, howsoever arising or incurred by Glenham, in order to keep the property compliant with the law.

The Landlord will pay to Glenham the fees, commission and expenses appropriate to the level of service required by the Landlord as set out in this agreement or any revision notified to the Landlord in accordance with this agreement.

## 62. LIMITATIONS OF LIABILITY

Liability under this agreement (whether in respect of the services, damages, breach, indemnity or otherwise, but not in connection with a death or personal injury) shall not in any circumstances exceed the amount of the sums paid by the Landlord to Glenham for the provision of the services under this agreement in the preceding six months.

Glenham shall have no liability to the Landlord for any loss, damage, costs, expenses or other claims arising from any documentation, information or instructions supplied by the Landlord which are incomplete, inaccurate, illegible or have any other fault. Except in respect of death or personal injury caused by Glenham's negligence, Glenham shall not be liable to the Landlord by reason of any representation (unless fraudulent) for any loss (whether indirect or direct), including consequential loss, loss of goodwill and all other such loss however caused under this agreement.

## 63. 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
- May delegate or sub-contract any of the services to be provided to the Landlord, such as (but not limited to) the provision of safety certificates, inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.

Signed for and on behalf of Glenham Property Management Limited:

Signed\_\_\_\_\_

Date\_\_\_\_\_