

# Terms and Conditions

These Terms and Conditions (T&C) form an integral part of the contract and the instruction agreement between you -**the Landlord**- and us -**RentHappily Ltd.**-, and they are deemed accepted and understood by all parties upon signing the contract or the instruction.

## 1) General Authority

- 1.1) You confirm that you are the **sole or joint owner** of the property and that you have the consent and authority to let your property in the name of all concerned parties, even if only one party has signed.
- 1.2) You confirm that you have the right to rent out the property under the terms of the mortgage, leasehold or head lease on the property -if any- and that **permission to let** the property has been obtained from any relevant party, being your lender, your insurer, etc. You will ensure that any tenancy is for a period expiring prior to the termination of your lease, and that written permission from third parties -if necessary- has been obtained for subletting. You also commit to communicate us the maximum number of occupants allowed by your lease, including for subletting.
- 1.3) You authorize us to carry out our duties of Let Only and/or Management services including those listed in the **instruction agreement** and the **letting fees** document, and you agree to be charged for these services -as well as others that may be required- at the prevailing rates.
- 1.4) We will only take instructions from you **in writing** for any rental agreement and termination thereof, as well as for proceedings, repairs and maintenance, bank details and any other significant information regarding the preparation and conduct of the tenancy. All communication that is required by law or by these T&C to be in writing will be deemed acceptable in paper form -hard copy- or in electronic form, either via email or via electronic documents.
- 1.5) **Signatures** will be accepted in wet form (ink on paper) or in electronic format, via our e-signature facility.
- 1.6) These T&C can be altered or amended at our sole discretion, and you will be notified of any change in writing.
- 1.7) No responsibility is accepted by us for any failure, omission or inaccuracy in the data or the documents supplied by you, and any charge, fine, fee, expense or litigation arising from any such circumstance will be your sole responsibility.
- 1.8) This agreement shall be governed by the prevailing laws for England and Wales and any legal proceedings arising from the terms set out herein shall be conducted within that jurisdiction.

## 2) Let Only Service and Management Service

The paragraphs below apply to both Let Only Services and Management Services, unless specified otherwise.

- 2.1) **Our services** will always include the following: advertisement of your property on suitable property portals and through our database of searching applicants; selection of tenants; referencing to include previous landlords, employer -or relevant person-, affordability check, guarantor when required, proof of address, creditworthiness, and ID check. You also authorise use to erect a board outside of your property for marketing purposes. For Managed properties, we reserve the right to fit a keybox at our own cost, to facilitate access to our agents and contractors.
- 2.2) We will make sure you comply with all the prevailing **regulation** when preparing the tenancy and the property before renting, and we will inform you -and the tenants when appropriate- of any relevant certificates, works, maintenance, or paperwork that are required for that purpose.
- 2.3) When renting your property, we will charge **our fees** and expenses upon starting the tenancy, and we will deduct these from the first month's rent, in order to avoid you having to disburse money upfront. In certain case, when the amounts involved are greater than the rent, when the contractor requires upfront payment, or when the expenditures must be incurred before the property is let e.g. EPC, we may require a payment in advance from you for these specific items.
- 2.4) Every effort will be made to minimize the **void** in your property between the moment it becomes available and the moment it is rented, yet some empty period is unavoidable and therefore you accept this responsibility and you will bear these costs and all associated expenses such as council tax and utility bills during these void periods.
- 2.5) We will prepare a comprehensive, up to date and fully binding **Assured Shorthold Tenancy (AST)** between yourself and the tenant(s), and distribute the required legal documents for the tenancy to comply with the regulation. Although we will do our utmost to get all parties on board on time, we cannot accept liability for unsigned ASTs or for delays with their signature.
- 2.6) The **holding deposit** is a levy we take from tenant(s) when applying for renting a property, and it acts as a security to cover our administrative expenses should the applicant withdraw from the process, or should they fail the referencing. However, this does not protect you from any expense or cost incurred in the process of renting your property, nor for any void and consequent loss of income from the rental of your property.
- 2.7) **Viewings** will be organised by ourselves as part of our managed service, or if required to do so for Let Only service. This will be done with pre-vetted applicants only.
- 2.8) An **inventory** will be prepared as part of our managed service, or if required to do so for Let Only service, to reflect the state and condition of the property at the onset of the tenancy, and it will be used to determine any deduction to be made at the end of the tenancy, if any. Reasonable wear and tear will be considered at the check out inspection, as well as the expectation that the Landlord redecorates any let property every 5 years as a minimum. In case of tenant(s) changeover where some tenant(s) remain in the property, it is not possible to check out the property and create a new inventory, so the original inventory will be issued, and the deposit will be transferred to the new tenant(s) without deduction. We cannot accept liability for any omission or error in the inventory, or for the damages caused by the tenant(s) to your property and belongings that fall beyond the scope of protection that the deposit holds.
- 2.9) We will require one **set of keys** to each tenant shown on the AST, and one management set in case we manage your property. This is necessary for inspections, for handing over to our trusted contractors when needed, and for access in case of emergency.
- 2.10) Under Management contracts, we will **renew** your tenancies, check-out the property when these end, re-advertise and re-let the property, all at our prevailing rates. If we don't receive renewal instruction or approval from you, we will act in your best interest, assuming that the instruction is granted.
- 2.11) Under Management contracts, we will carry out a **periodic inspection** every six months, unless otherwise agreed in writing. An additional inspection can also be booked for a fee at your request if you want us to inspect the house more often, or for any Let Only contract. As part of our inspection, we will routinely check for smells and ventilation, for mould and condensation, for vermin and pests and/or pets at the property. We test smoke alarms, heat detectors, carbon monoxide detectors, and emergency lighting, when present. We will also visually inspect the general aspect of the property, in particular the front house, the appliances -including the boiler-, the fixtures and fittings, the carpets, the windows, and the garden & patio when present.

- 2.12) Modification of contract initiated by the tenants or yourself will be charged at our prevailing rate and cover the cost of issuing the required documents relative to the new tenancy.
- 2.13) Under Management contracts, we will take initial action in any case of **breach of the tenant(s)' legal obligations**, in an effort to remedy the situation. Yet we cannot be held responsible for any loss or cost arising from the occurrence, and you will be responsible to take further action -at your own cost- should our mediation fail to solve the situation.
- 2.14) Under Management contracts, when you decide to terminate a tenancy with your tenants, we will issue a section 21 notice following the legal procedure and we will make sure the tenant and yourself are duly informed of your rights. The responsibility for the eviction of your tenants always lies with yourself, and we will accept no responsibility for costs, fees, charges or for any loss arising from the eviction procedure, including the loss of rent and void in the property, and we will accept no liability from the proceedings or the litigation.
- 2.15) Under Let Only contracts, we will accept no responsibility for the tenancy once the tenants have moved in and after we have produced the AST and relevant legal documents at the onset of the tenancy. Anything after that will be your sole responsibility.
- 2.16) We can assist you in **preparing your property** for renting, and we will charge our 12% fee (min. £15) on any work required for that purpose. In doing so we have the right to instruct our contractors -or the contractor of your choice- to carry out all the inspection, tests, checks and reports required for that purpose. If you have some of these document you should let us have these as soon as possible, and in all cases before the start of the referencing process, as certain documents are required at the application stage. If we do not have them back from you before that time, we will instruct our contractors to carry out the required works, and you will be charged the contractor's cost and associated fee.
- 2.17) We may offer **services to the tenant(s)** -whether in residence or not- including but not limited to insurance, financial, estate agency or related services, and we shall be entitled to receive commissions for such arrangements.
- 2.18) You agree to **indemnify** us for any or reasonable costs, expenses or liabilities incurred or imposed on us provided that they were incurred on your behalf in pursuit of our normal duties. In order to assist us in carrying out our duties effectively, you agree to respond promptly and to provide necessary instructions, to any correspondence or request from us.
- 2.19) Under Management contracts, if you instruct us to take an administrative step for you, like the payment of an invoice or the collection of an item at your property, we will charge an admin fee for doing so, for each item and/or company we deal with and in each instance. The liability for the task rests with you, and we decline any responsibility as to the result of our intervention.
- ### 3) Deposit Protection
- 3.1) For all properties, we will require the tenant(s) to pay a dilapidations **deposit** equal to one month's rent, for both Managed and Let Only tenancies.
- 3.2) It is agreed that we may earn and retain any **commissions** on insurance policies issued, on works carried out, on pending fees and any interest on deposits held.
- 3.3) For Management contracts, the deposit will be protected within **our account** of The Deposit Protection Service (DPS) [www.depositprotection.com](http://www.depositprotection.com) and the deposit will act as a cover for any loss of rent or damage inflicted to the property by the tenant(s) during the tenancy. Our service includes collecting the deposit from the tenant(s), protecting it with the DPS, and producing the relevant certificates at the beginning of each tenancy. It also includes checking out the property at the end of the tenancy, and dealing with any claim and administering the deposit deductions -if any- at the end of the tenancy, including the mediation service by us between the tenant(s) and yourself, and the referral to the Alternative Dispute Resolution service of the DPS, if required. In case of disagreement between the tenant(s) and yourself, and if the dispute resolution service of the DPS does not intervene or could not reach an agreement, our opinion for the conditions of the deposit release will be final.
- 3.4) For Let Only contracts, we will collect the deposit from the tenant(s), and you will be responsible for the protection of the deposit into a recognised scheme, and to inform the tenant(s) of their rights under the scheme of your choice. Although we submit the Prescribed Information of the DPS as part of our AST by default, this doesn't preclude your responsibility to issue relevant information to your tenants should you choose to operate with a different scheme than the DPS. We will be cleared of any responsibility if you fail to comply with this statutory obligation.
- ### 4) Accounts and Taxes
- 4.1) We will produce a **statement of accounts** each month for Managed properties -and one statement upon renting a Let Only property- showing the breakdown of rental income, and the deductions in fees, charges and expenditures -including taxes and potential retentions, if any- incurred during the period. The balance will be paid into your bank account or retained on provision of future payments when required. The first statement of accounts and payment is due within 10 working days of the start of the tenancy, and subsequent statements and payments are due within five working days from the rent due date. No interest will be due for retained monies in our bank accounts.
- 4.2) In case **rent arrears** occur when we manage your property, you will be informed promptly of the situation, and we will liaise with the tenant(s) and try to enforce the contract terms accordingly with them. If we fail to recover rents and/or if the rent arrears remain due, we cannot be held responsible for this occurrence, and we recommend you to take legal action against the tenant(s) with a solicitor of your choice. You will be responsible for the payment of the legal fees and any related costs, including the loss of income arising therefrom. You are advised to take a special insurance policy should you want to be protected for such occurrence.
- 4.3) We do not offer **rent guarantee**, and any rent guarantee and/or legal protection cover will be your sole responsibility, including the management of claims thereof.
- 4.4) The income generated by letting your property is subject to tax, and we cannot be held responsible for the **tax implications** of this income, whether for you or for any associated company.
- 4.5) If your residence is outside the UK, the *Tax Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulation 1995*, requires us to deduct Tax at the prevailing rate -currently 20%- from your rental income. The **Non-Resident Landlord** rule will apply unless we have received an exemption notification from the Inland Revenue, which you can apply for directly with HMRC, asking for the form NRL1. If the Revenue accepts your application, we will receive a letter confirming that we may pay the rent to you without tax being deducted.
- 4.6) **Administration charges** -if any- may be charged by us for further work requested by yourself, by your accountant or the by Inland Revenue in connection with your tax liabilities. We reserve the right to employ a suitable qualified accountant in order to manage correspondence with HMRC and to levy a charge for this work, as well as administration expenses for further work requested by yourself, your accountant, the Inland Revenue or any third party in connection with such liabilities.
- 4.7) In case there was a claim from the local authority or any other government agency due to under or overpayment in respect of **housing benefit** or other benefit scheme, you will be

responsible for the reimbursement and for the administration of the claim, and this obligation will remain during the length of the tenancy, and any time after the tenancy has ended, whether we continue managing your property or not.

4.8) Our **fees** are published on our website and prices shown online are subject to changes at our sole discretion; Our website price list is available in hard copy upon request.

## 5) Maintenance of your property

The paragraphs below apply to Management Services only, unless specified otherwise.

5.1) It is your obligation to maintain the fabric and structure of the building including the provision for the supply of all services, throughout the period of this agreement, and you authorise us to take all the necessary steps to fulfil your statutory obligations.

5.2) For both Let Only Services and Management Services, you agree to provide the property in a good condition, ready to let, and with all the certificates proving that it complies with the current regulation applicable to rental properties in England and Wales, as described in title 6) below, in particular the *Homes (Fitness for Human Habitation) Act 2018* and the *HHSRS Housing Health and Safety Rating System (England) Regulations 2005*.

5.3) For both Let Only Services and Management Services, you agree to make us aware of any **ongoing maintenance** issue and to make all the related paperwork readily available in case of need.

5.4) For both Let Only Services and Management Services, we endeavour to use reputable **contractors** at reasonable prices and with suitable credentials, yet we are unable to personally guarantee the standard of workmanship or any liability arising thereof, although you retain the right to pursue any claim against our contractors for incomplete and/or substandard work.

5.5) You have the right to request the works to be carried out by the contractor of **your choice** and delegate the management to us as described above, or to handle the contractor yourself.

5.6) You authorize us to carry out any repair or maintenance at our **discretion** to a maximum of £100. Any work above that sum will be communicated to you in writing for approval, except in case of emergency where we may act before seeking approval.

5.7) We will provide only one **quote** before starting the works if under £500 and two quotes if above that limit.

5.8) When **emergencies** arise that require instant attention in order to protect your property and/or to ensure the health and safety of the tenancy e.g. major electrical fault, blocked WC, fire, flood. We endeavour to respond immediately to the request, and try to solve the issue within 24h whenever possible.

5.9) **Urgent repairs** affecting material comfort e.g. loss of hot water and heating (where it is not the boiler pressure), power outage, fridge or washing machine failure, serious roof leak, etc will be dealt with within 5 working days. In all cases we will attempt to repair/replace the items as soon as possible depending on availability of contractor, delivery dates etc.

5.10) We reserve the right to decline a **project** if it falls out of the scope of the tenancy management.

5.11) We will handle the maintenance of the property as part of our **Management Service** insofar as it relates to the tenancy and its impact on the property. This includes, but is not limited to: Repair & Maintenance of appliances; Partial redecoration e.g. a room or hallway; Safety certificate renewal during the tenancy; Any job relating to the tenancy e.g. carpet repair, minor electrical jobs, changing fixtures and fittings due to wear and tear, etc.

5.12) When the works required is not caused directly by the action of the tenancy, we will charge our standard **12% fee** (min. £15) on top of the invoice supplied by the contractor. The fee applies to jobs that represent an improvement, an addition or a alteration to the fabric of the property, and include -but are not limited to- the following: Renovation, upgrade, alteration or structural repairs; Full redecoration after more than 3 years under

the same tenancy; The first time a safety certificate is contracted. Similarly, for Let only services, we will charge 12% (min. £15) on top of the contractor's invoice. You always have the choice to instruct your own suppliers to do the job, and we reserve the right to reject a job if we feel it is beyond our scope of expertise, in which case you will have to instruct your own contractors.

5.13) If **adverse weather** occurs while a property is vacant, you must take all precautionary measures to ensure that the property is safe and appropriately looked after. You can instruct us to arrange the necessary works and surveillance on your behalf if desired, yet we cannot be held responsible if damages occur in such circumstances. Note that a special provision is included in the AST to make the tenant(s) aware of their responsibilities towards the property in case of frost and adverse weather.

5.14) Although we will do our utmost to maintain your property to an acceptable standard, to meet the requirements of the regulation, and to address the requests emanating from the tenant(s), our **responsibility** is limited to the conduct of the tenancy, and we cannot be held responsible for any expenditure, cost, fine, tax, injunction order, claim or loss of income caused by the state of the property, by its use by the tenant(s) or by any issue arising before, during or after the tenancy.

5.15) Payments to third parties, suppliers and contractors will be made upon reception of the rent of the maintained property.

## 6) Health and Safety Regulation

6.1) It is required by law to inspect, maintain and produce the certificates regarding the Health and Safety of the property and its fitness for renting. If any such documentation is not available, you authorise us to take all necessary steps to obtain these in order to fulfil your statutory obligations. We will administer the necessary services, and the costs involved will be debited from your account when appropriate.

6.2) **Energy Performance Certificate (EPC)**: In accordance with *The Energy Performance of buildings Regulations 2010*, and *The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015*, an EPC must be in place before the property can be put onto the market. From the 1st April 2018 the requirement (in most cases) is a minimum energy performance rating of E.

6.3) **Portable Appliance Test (PAT) Certificate**: *The Low Voltage Electric (Safety) Regulations 1989* and *The Electrical Equipment (Safety) Regulation 1994* (updated 2016), requires the certificate to be renewed every year whenever white goods are provided.

6.4) **Gas Safety Certificate (GSC)**: *The Gas Safety (Installation and Use) Regulations 1998*, as amended, requires any property with gas appliances to have a valid certificate before the start of the tenancy. This is to be renewed every year.

6.5) **Soft Furnishing**: *The Furniture and Furnishings (Fire Safety) Regulations 1988 & 1993 Amendment* require the furniture and soft furnishing of the items provided in the house to be compliant with the above standard and to show the required labels. The certificate must be issued prior to the start of the tenancy and it is valid indefinitely for the life of the item listed on the certificate.

6.6) **Smoke Alarms**: *The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (SI 2015/1693)* requires the property to be fitted with smoke alarms on all floors and to have carbon monoxide detectors wherever there is a solid fuel burning appliance. We can supply and fit these whenever necessary, and we will test these at each interim inspection. For properties qualifying as HMO and/or falling into the designated area of the Discretionary Licensing and subject to its requirements, a Grade D -mains, interlinked- smoke alarm may be necessary. Pursuant to *The Housing Act 2004* and *The HHSRS Health and Safety Rating System (England) Regulation 2005*, Grade D Smoke Alarms must be inspected and serviced annually by a qualified contractor.

6.7) **Fire Safety Evaluation**: *The Housing Act 2004* and *The*

*Management of Houses in Multiple Occupation Regulations 2006* require the dwelling to be safe for human habitation and ascribe the landlord as ultimately responsible for fire safety of their property. Our Fire Risk Evaluation covers the main aspects of this requirement, together with the prescriptions of the licensing regulations of the Bristol City Council, making sure it is safe to rent by the Council Standards. The evaluation is valid for 5 years, although it must be carried out at the onset of every new tenancy.

**6.8) Legionnaires' Risk Assessment** and periodic Review: *The Health and Safety at Work Act 1974* and *The Control of Substances Hazardous to Health Regulations 2002*, in accordance with the *HHSRS Code of Practice of the Health and Safety Executive*, require a Risk Assessment to be carried out at the onset of every tenancy. Once the initial Assessment is in place, a Risk Review must be carried out annually.

**6.9) Residential Property Risk Assessment:** *The HHSRS Housing Health and Safety Rating System (England) Regulations 2005* makes it a requisite for any rented property to comply with the regulation, even for single family households. Our Assessment covers 50 checks around 9 areas of potential hazards and makes recommendations to minimize and/or manage potential risks. It must be renewed every three years or at the start of every new tenancy. This assessment also meets the requirements of the *Homes (Fitness for Human Habitation) Act 2018* and makes sure the property complies with the criteria detailed in the regulation.

**6.10) Electrical Installation Certificate** and Condition Report (EIC / EICR): *The Landlord and Tenant Act 1985* and *The British Standard 7671: 2008 (IEE Wiring Regulations)* require the electrical installation to be inspected by a qualified electrician every 5 years at least.

**6.11)** We will obtain the necessary safety checks as per your instruction, and any safety certificate that you wish to do or provide yourself, and that is not contracted to us, will become your responsibility, and we will not accept liability for it.

**6.12)** The obtention of the above certificates may be prevented by the tenant(s), by the contractor, by the state of the house or by other circumstances, and the liability for the safety certificates ultimately lies with you. We accept no liability for any further requirement, fine or charge by the local authority or any third party in relation to safety certificates. You agree to indemnify us against any penalty, fine, or expense that we may suffer due to non-compliance of your property with the above regulations.

### Discretionary Licensing Scheme

**7.1)** Since April 2013 all properties within the designation areas of Bristol must apply for a **license** within 28 days of the property being rented. The license lasts 5 years once granted, and it is your responsibility to apply for a license with the Bristol City Council and to comply with the requirements of the scheme in order to avoid fines of up to £20,000.

**7.2)** If instructed by yourself, we can do the **application** for the license in your name, and payment in advance is required for the license and for our fee. The cost of the license varies depending on the property and how many tenant(s) live in it. We will process your application, gather all the required information, assess what license is needed, comply with the numerous requirements of the application and file the final form electronically.

### Council Tax, Bills and Mail

**8.1)** The **Council tax** payment is the tenant(s)' responsibility, unless the property is unoccupied, in which case it falls onto you.

**8.2)** The services for energy, water and any other **utility charges** contracted by the tenant(s) remain their responsibility until they are transferred to the next tenant(s) or whenever you take the property back. When the property is empty, the utility charges and responsibility will become yours. We will inform the Council

of any change of tenant, and we will warn the tenant(s) of their duty in respect of these, but we cannot formally request and authorise any contract transfer on behalf of third parties due to data protection. For services such as phone, broadband, tv, etc contracted by the tenant(s), these will remain their responsibility, yet the responsibility for dealing with these contracts lies with you, and we cannot be liable of any charge arising thereof.

**8.3)** If you have lived at your property before renting it, we recommend that you contract a **mail forwarding service** when leaving, as neither the Tenant(s) nor ourselves can be responsible for any mail lost or not forwarded on to you.

### Property Insurance

**9.1)** Your property must have adequate **insurance** in place and we will require a valid certificate of building insurance prior to renting the property.

**9.2)** You must inform your insurer of your intention to let the property and get all necessary consents.

**9.3)** We cannot be held responsible for the lack, defect or omission regarding the insurance or for any cost or liability arising from it, whether covered or not by an insurance policy. Due to Data Protection, we cannot deal with insurers in your name in case of claims, complaints or any issue arising with the insurance.

### Cancellation and Termination

**10.1)** The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013)* gives each party the right to **cancel** the contract in writing within 14 days of its signature.

**10.2)** The Management contracts are valid for a minimum of one year from the signature of the instruction. Either party to this agreement can terminate it serving a **notice** with immediate effect unless agreed otherwise by the parties.

**10.3)** Let Only contracts will expire upon renting the property, with a minimum of 8 weeks from the moment the contract is signed and all the required documents, certificates and information in your possession are handed over to us. After this initial period has passed the **notice** period required to terminate the contract will be 7 days.

**1.4)** Upon termination of this agreement, you will be liable for all the **fees incurred** to the date the notice expires, plus our standard termination charge, which will be added to your final bill. If the termination notice expires within the term of the AST, all fees will be due to us until the expiry of the tenancy.

### Complaints

**11.1)** We are members of the *Property Redress Scheme - PRS-*, and we abide by the Code of Practice of this organisation.

**11.2)** Our **complaint procedure** is compliant with the standard imposed by the *Redress Schemes for Lettings Agency Work and Property Management Work (Approval and Designation of Schemes) (England) Order 2013*, available upon request.

**11.3)** We will offer our **mediation** service and endeavour to solve any complaint internally and reach a common ground with the plaintiff in all cases. Failing that, we will refer to the PRS' *Alternative Dispute Resolution* mechanism for assistance, and their final decision will be binding to all parties.

### Data Protection

**12.1)** We keep you data and those of the tenant(s) in strict confidence, and we are subject to the *Data Protection Act (2018)* and the amendments thereto, including the **GDPR**. We will act in accordance with all data protection legislation and shall take all reasonable steps to ensure that our staff keeps confidential any information provided as part of our services, whether or not it is disclosed to the other party.

**12.2)** By signing this **agreement**, you also agree to the use of your data for the purpose of renting your property.