

Property address:

As your agent we will act in your best interests with regards to your property. This contract records the terms of a legally binding agreement which will govern the relationship between you and us and confirms our agreement to act as your agent.

Please sign and date the enclosed copy of this contract and return it to us immediately as confirmation of your agreement. Before you sign and return the copy, please read the contract carefully. If you wish to have any part of it explained to you, please ask.

Should you instruct Scarlett Dyer Ltd and should we agree to commence providing services to you at a time when you have not signed and returned the enclosed copy, your instructions will constitute acceptance of all our terms. We will nevertheless require that at the earliest opportunity you sign and return the enclosed copy materials for our records.

Definitions & Interpretation

In these Terms of Business, the following words have the meaning set out below:

A reference to writing or written includes e-mail and a reference to an agreement is a reference to this agreement.

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

"we", "our", "us" Scarlett Dyer Limited

"you", "your" means the owner or person, firm or company instructing Scarlett Dyer Limited to act on their behalf **"Deposit"** the money paid by the Tenant before the start of the Tenancy Agreement and in accordance with the terms of it

"Deposit Protection Scheme" the statutory tenancy Deposit holding and protection scheme relating to Assured Periodic Tenancies (as defined by the Housing Acts) administered by Deposit Protection Service (DPS) The Pavilions, Bridgewater Road, Bristol, BS99 6AA telephone 0844 4727 000

"Rental Term" the term of the Lease entered into by the Tenant.

"Inventory and Schedule of Condition" the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

"Letting Fees"- The Fee charged by the Agent for arranging the Let of the Property for the duration of the rental term.

"Management Fees" – The Fee charged by the Agent for the Management of the Property (effecting repairs and potentially overseeing repair work (this is not an exhaustive list))

"Property" the freehold or leasehold Property or properties detailed in the Schedule together with any other present or future freehold, leasehold Property in respect of which you instruct us to act

"Property licensing" the term used to refer to the rental licensing schemes.

"Rent" the money payable to you by the Tenant in accordance with the terms of the Tenancy Agreement

"Tenant" the existing person, or the person introduced to you by us and who following our introduction, enters into a Tenancy Agreement with you

"Tenancy Agreement" an agreement or assured periodic tenancy (including any continuation, extension or renewal of any agreement where applicable) whether in writing or verbal or created by operation of law for the letting of the Property

"Urgent Repairs" – Repairs that require immediate attention for example relating to leaks or electrics that pose an immediate threat of damage to the Property or life (this is not an exhaustive list).

1. Management of the Property

We will act as your agent in all matters pertaining to the management of your Property.

Any minor repairs that need immediate attention will be carried out should we feel they are necessary. Any larger non-urgent work will be discussed with you first. In the case of urgent repairs, we reserve the right to order the works to be carried out to prevent further damage but confirm that we will notify the Landlord in writing as soon as possible or within 24hrs.

At least two visits to the property will be carried out per year. One visit will be carried out by a member of our team and following this visit you will be provided with a report together with suggestions for any repairs required or recommended. These visits should not be relied upon to pick up any structural defects and do not include an inspection of any lofts. Our inspections are only visual, therefore it must be appreciated that as such, they will only extend to obvious and apparent defects. Scarlett Dyer Ltd cannot accept any liability for hidden and latent defects.

Statements relating to rent and bills incurred by your Property will be sent to you via email in line with rent payments. Statements for letting and management fees can be emailed annually on request.

We reserve the right to charge up to £75 inclusive of VAT per hour if we are required to visit the Property for any reason other than the bi-annual property inspections including any additional visits requested by the Landlord.

2. Letting of the Property

We will act as your agent with regard to the letting of the above Property. For our fee we will advertise the Property, find suitable Tenants, reference them, including necessary Right to Rent checks, negotiate the terms of the lease, produce the necessary paperwork and collect the rent and deposit. If the property falls within the Renters Rights Act regulations, a periodic assured tenancy will be prepared as required.

The Agent and the Landlord agree that all advertised rents shall be the asking rent and that neither party shall solicit, encourage or accept offers above the advertised rent in contravention of the Renters Rights Act.

The Agent will advise on rent increases in compliance with statutory procedures via a Section 13 notice and will ensure that these notices are served with the required notice period and only once every 12 months.

The Agent shall not unlawfully discriminate against prospective Tenants on the basis of status including receipt of benefits or having children, in accordance with the Renters Rights Act 2025

Should the Agent feel it appropriate we reserve the right to appoint sub agents with regards to the letting of your Property but their fees will be absorbed in our fee, so no extra expense will be incurred by you unless discussed with you first.

3. Preparing for a Tenancy

Property Information – you will be asked to provide information pertaining to you as Landlords and to your property. Please ensure you provide accurate and up to date information. It will be important to be able to provide proof of your eligibility to rent your property once the Renters Rights Act is in place. In signing this agreement, you undertake to advise us of any problems at the above Property that you are currently aware of. We would draw your attention in particular to any areas of damp, heating issues or any electrical faults – as well as any issues with neighbours.

Referencing, Right to Rent, PEP and Sanctions – it is essential for us to prove that all tenants have a right to rent and are not subject to any sanctions in this country – this forms part of our referencing. We will also undertake to carry out further checks should their right to rent be time sensitive - Please note if the management of the tenancy is no longer undertaken by our office this responsibility will move to the Landlord. We will also undertake to see if a proposed tenant is a PEP and to carry out further checks if required.

Inventory - A working inventory will be required, and this can be organised on your behalf at your cost. Costs for compiling and checking the inventory will vary according to the size of the property, level of furnishing and time required to undertake this service. For all Assured Periodic tenancies the Landlord is now responsible for the preparation of the Inventory and schedule of condition and 'check in' and 'check out', if your property has a Non Housing Act contract these costs can be split between the Tenant and the Landlord. If the Property is managed by us, we will arrange this for you. Fees will be subject to VAT (if the clerk is registered) at the prevailing rate and are non-refundable after the service has been completed. We will not accept any responsibility should Landlords prefer to carry out their own inventory formalities. No liability is accepted by Scarlett Dyer Ltd for any error or omission on the part of the inventory clerk.

Cleaning - It is essential that all properties start their tenancy with a full professional clean. This will be arranged by Scarlett Dyer Ltd unless requested in writing.

Utilities and Council tax - For managed properties Scarlett Dyer Ltd will arrange for the utilities to be transferred from the name of the Landlord to the name of the Tenant. However, it is the Landlord's obligation to provide details of the service providers. On termination of the tenancy all utilities are transferred back into the Landlord's name.

Please note that under The Data Protection Act telephone, internet, cable and satellite providers are not permitted to take instructions from third parties. It is the Landlord's responsibility to close these accounts.

- (i) Water Act 2003 – The Water Act allows Tenants renting a property for longer than six months to apply for a water meter without permission from the Landlord.
- (ii) Smart Meters – currently there is no explicit requirement for landlords to install smart meters however they must not unreasonably refuse requests from tenants or energy suppliers. Tenants should obtain permission from their landlord before requesting a smart meter installation

4. Landlords Statutory Obligations

Furniture & Furnishings Safety Regulations - Landlords need to comply with the Furniture and Furnishings (Fire)(Safety)(Amendment) Regulations 1993 which sets levels of fire resistance for domestic upholstered furniture and furnishings. Any furniture within any part of the property must comply. It is an offence to breach these regulations and we suggest you obtain a comprehensive guide, including details of labels indicating compliance, from your local Trading Standards Office.

Gas Safety Regulations - The Gas Safety (Installation and Use) Regulations 1998 apply to all domestic properties and comply Landlords to have all gas equipment safety-checked annually by qualified persons, to keep records of work carried out on the appliances, and to obtain a Gas Safety Certificate (GSC). The Gas Safety Certificate must be available for a Tenant at the commencement of a tenancy and it is the Landlords responsibility to ensure that this is available – if the property is managed Scarlett Dyer Ltd will send this to the tenant. Scarlett Dyer Ltd reserves the right to obtain a Gas Safety Certificate for any Property prior to the commencement of the tenancy, or on renewal, at the Landlord's expense, where these are not supplied by the Landlord at the time.

Electrical Safety Regulations - As of the 1st June 2020 all properties must have a current EICR in place (Electrical Condition Inspection Report) – these can be arranged by us on your behalf. The certificate will advise if any work needs to be carried out on the electrical installation to make sure it is safe. The certificate costs around £200-£400 and will then give you a detailed report and quote for the work that is required to issue a satisfactory report – this can vary hugely depending on when your installation was done – if you require further information on this please ask. The EICR must be available for a Tenant at the commencement of a tenancy and it is the Landlords responsibility to ensure that this is available – if the property is managed Scarlett Dyer Ltd will send this to the tenant.

Energy Performance Certificate - As of 1st October 2008, it became law for all dwellings rented privately or socially to have an Energy Performance Certificate (EPC). The EPC process is a certificate that upon completion will show the energy efficiency of your property at the time of inspection. It also shows the environmental impact and what recommendations can be made for improvement. As of April 2018 all properties must have a rating of A-E – should your property fall below this then works will need to be carried out to improve the energy efficiency of the property. By the 1st October 2030 all properties will need to have a C rating. The EPC must be in place ahead of marketing your property and given to the Tenant at the commencement of a tenancy. It is the Landlords responsibility to ensure that this is available – if the property is managed Scarlett Dyer Ltd will send this to the tenant.

Smoke Alarms and Carbon Monoxide Detectors - As of the 1st October 2015 it became regulation that all properties are fitted with smoke alarms on each floor and with CO detectors in each room where fuel is being burnt except by an oven. Scarlett Dyer Ltd will ensure that alarms are fitted where needed in your property, and we reserve the right to install them if they are not. Any tenancies will have the alarms beep tested (or if they are mains powered, green light tested) by the inventory clerk and all tenants will be advised to check the alarms themselves once they have moved in.

Property licensing - Many boroughs in London have now brought in mandatory licensing schemes which require Landlords to pay for a license for their property, usually based on how many bedrooms the property has. Requirements and costs vary in each borough but if your property requires a license, we will advise you of this. You will be able to make the application yourself

or ask us to do this for you, please refer to the Fee Summary. When the management is terminated, if any level of license is in place, it is up to the Landlord to advise the relevant council of the new ownership or management that is in place.

5. Requirements and Formalities

Consent to Let - If you have a mortgage you must obtain a letter of consent from your mortgage lender. If your interest in the property is leasehold your lease may require you to obtain a subletting approval from your freeholder. It is the Landlord's responsibility to provide a current copy of the Head Lease if there is one at the property.

Boards - At our discretion we will erect a To Let/Let By board unless otherwise instructed.

Insurance - It is essential that you notify your insurance company of your intention to let so that they may advise you of any additional cover that may be necessary. It is the Landlord's responsibility to insure their own Property and any belongings that remain in the property

Land registry information - It is advised that all Landlords ensure that their details are registered with the Land registry with regards to the rental property – this ensures that the tenant cannot claim ownership of the property or apply to get a mortgage against the property.

Anti-money Laundering - If your property receives a rent over the AML threshold at the time, we will carry out AML checks on yourself and also your tenants.

Know Your Client - We will ask you for identification information at the start of our relationship and at other times during the relationship – this is to keep us in line with the regulations covering our business. If we are unable to meet you in person we may ask you to carry out an online ID verification check.

Mail - If you or any of your family are moving out of the above property ahead of the proposed letting please ensure that you arrange for a mail redirection service for at least 6 months to ensure that no vital mail is lost. We will collect any mail with your name on when we visit the property but apart from this we cannot ensure that post that is delivered to the tenanted property will be passed on unless the mail redirection is in place.

Non-Resident Landlords - Income for all residential lettings in the UK is subject to income tax. A non-resident Landlord may apply to the Inland Revenue for self-assessment status and an NRL approval number. If granted, you will receive the rent gross and you agree to account yourself to the revenue each tax year. However, where no approval number is available we are legally bound to deduct tax at the basic rate (20%). If a Tenant pays rent directly to a Landlord who is resident overseas, the Tenant becomes responsible and can withhold the tax. Where Scarlett Dyer Ltd are required by overseas Landlords to remit tax due quarterly to the Inland Revenue an administration charge of £100 + VAT per quarter will be made. Any funds that may need to be retained to comply with the Inland Revenue regulations will not be repaid with any interest to the Landlord.

Making Tax Digital - From the 1st April 2026 most Landlords will need to provide quarterly digital information to HMRC which will outline the property address, income and expenses for the period, and the resulting net profit.

Notices - Any notice sent to the Agent under or in connection with this agreement shall be deemed to have been properly served if sent by first class post to the registered office address of Scarlett Dyer Limited or by email to sm@scarlettdyer.co.uk.

6. Exclusions of liability

Instruction of Solicitors - If legal action is required, the Landlord will be responsible for instructing their solicitor and for all fees involved. Scarlett Dyer Ltd will supply all relevant documentation relating to the tenancy. We will provide you with all reasonable assistance in resolving a dispute with the Tenant or to recover arrears of rent, however we cannot take legal action for the Landlord as the tenancy is between you the Landlord and the Tenant. Scarlett Dyer Ltd will not accept liability for arrears. Should you require us to provide additional support in any such case with either statement or court attendance this will be charged at £120 inclusive of VAT per hour.

Incorrect Information – We will ask you to provide us with accurate information about the property and yourselves as Landlords. It is assumed that all the information you have provided to us is correct to the best of your knowledge and belief. In the event that this information proves to be incorrect which subsequently causes Scarlett Dyer Ltd to suffer a loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate Scarlett Dyer Ltd for all direct losses proved to

have been suffered.

Acceptance withdrawal - If an offer from a Tenant is accepted by the Landlord and the Landlord later decides not to proceed prior to signing the tenancy agreement, the Landlord agrees to reimburse Scarlett Dyer Ltd any of the costs already incurred within 30 days of presentation of invoices confirming costs incurred.

Damage, Injury or Loss –Scarlett Dyer Ltd will accept no responsibility for any loss or damage to the property or to the contents of the Property and Scarlett Dyer Ltd shall not be held liable for any injury caused to any person whilst they are on the Property.

Rent Default - The Landlord should be aware that the tenancy is between the Landlord and the Tenant and Scarlett Dyer Ltd cannot be held liable for any rent payable to the Landlord in the event of non-payment of rent by the Tenant.

7. Termination and Cancellation

Management Services - You, or we, may at any time terminate our management appointment by giving not less than two months prior written notice and this notice should be given no less than four months from the date of this agreement. The commission will fall due until the end of this notice period. All keys and relevant documentation will be passed back to the Landlord within two working days of the termination of our management service.

Letting Service - The Letting Fee may not be terminated until the Tenant has terminated the Tenancy Agreement. When the Tenancy ends the letting fee will be terminated.

Sale of the property with the benefit of the Tenant - The Landlord's obligation to pay the letting and or management fee shall continue until the termination of the tenancy even if the Landlord sells the property during the tenancy term (or extensions). However, if the purchaser of the property enters into a written agreement with Scarlett Dyer Ltd on the same terms as this agreement Scarlett Dyer Ltd will release you from any further liability to pay our fees and this will be confirmed in writing to you.

Sale of property to a tenant - Should one of our tenants agree to buy the property from you without need for a sales agent then Scarlett Dyer Ltd will be due 1.2% (1% + VAT) of the sales price, this fee will be payable on completion of the sale.

Cancellation: The Landlord has the right to cancel this Agreement without giving any reason within fourteen calendar days from the date of signature of this Agreement. The cancellation period shall expire 14 days after the date on which this Agreement is signed by both Parties. To exercise the right of cancellation, the Landlord must inform the Agent of the decision to cancel this Agreement by means of a clear written statement (e.g., letter or email) sent to the sm@scarlettdyer.co.uk or the office address. If external expenses have been incurred during this 14 day period these expenses will be deemed payable to Scarlett Dyer Limited.

NB – Should the Landlord not fulfil their statutory requirements Scarlett Dyer Ltd reserve the right to terminate this agreement immediately

8. Fee summary

Management Fees - The management fee for the Property will be 5.4% inclusive of VAT (4.5% + VAT) of the yearly rental payable in line with rent payments. * see Property Licensing Fees

Letting Fees - The letting fee for the Property will be 8.4% inclusive of VAT (7% + VAT) of the yearly rent payable in line with rental payments if the Property is managed by us or upon signing of the lease if the management service is not required. For the avoidance of doubt if the management option is terminated the letting fee will remain payable until the tenancy ends.

Late payment of fees - In the event that the rental commission is not paid to us within 30 days of the due date interest shall accrue on a day to day basis on the sum due to us at the rate of 4% above the base rate from the date the rental commission falls due until the date payment is made in full.

Repayment of fees - Should a Tenant exercise their contracted break clause at any time, any fees that have been paid in advance will be paid back to the Landlord on a pro rata basis.

Minimum fees - There is a minimum charge of £1250 per annum on fees payable on any one property.

Major works fees - Should any substantial refurbishment work be supervised by us, or any insurance claims be made on your behalf, 12% inclusive of VAT (10% + VAT) of the cost of these works will be charged and payable to us within 30 days of the completion date of the work carried out. These costs apply if we are renting your property for a minimum of 1 year, if major works are carried out and we do not rent the property for at least one year the percentage on claims or refurbishment will be increased to 24% inclusive of VAT (20% + VAT). * see Property Licensing notes

Property Licensing fees – many properties now need to be licensed, if we manage your property we will give you details as to what licensing is required. We will charge £300 inclusive of VAT to manage your license application and £180 inclusive of VAT for renewal of the license. If work is needed to bring your property up to standard for your license we will charge you 12% inclusive of VAT of the cost of the works to organise this work. The work involved in monitoring the licensed properties is proving to be extremely time-consuming and administration heavy. We are very aware of the increased costs that Landlords are facing from these licensing schemes but this is a situation that we will need to monitor and there is a strong chance that licensed properties will need to have their management fee increased by 1-2% in the future.

9. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Renters Rights Act - The Agent shall ensure that, to the extent permitted by law, all marketing, tenant selection, tenancy documentation, rent increases and notices are prepared with the Renters Rights Act 2025 and associated regulations, and amended from time to time.

Consumer Protection Regulations – These Terms of Business are drafted in accordance with the Consumer Rights Act 2015 and the Consumer Protection from Unfair Trading Regulations 2008. We will provide our services with reasonable care and skill and ensure that all information provided is clear, transparent, and not misleading. Nothing in these terms affects your statutory consumer rights. Where applicable, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall apply.

General Data Protection Regulation - We confirm that with relation to the GDPR (25th May 2018) we take the security of your data very seriously. We confirm that data is processed lawfully, fairly and in a transparent manner. Data is collected for specified and legitimate purposes and we only request adequate and relevant data that is required to be able to carry out our job. Data is kept up to date and inaccurate data is permanently erased without delay and data is only held for as long as it is relevant. All our data is held securely and any unauthorised processing or accidental loss of data will be dealt with and reported as required by law.

Signed by the Landlord/s

(in the case of joint Landlords both Landlords must sign)

.....

.....

Date

Signed by Scarlett Dyer Ltd

.....

.....

Date