
THE HOME OWNERS GUIDE TO PROPERTY MANAGEMENT & LETTING



Introduction

When making the decision to rent out your property you need to get good professional advice.

Our Property Management system uses modern business skills and technology for efficiency and is honest. We have an effective quality system that checks our standards.

Our Property Managers are experienced in putting your needs first. Your Property Manager can give you advice on every aspect of letting your property: For example, what you will have to pay for, the likely order of events, the type of Tenancy Agreement you should use, vetting your Tenants and current laws about letting properties. We give you practical and understandable advice. Our service has been designed to help you let your property without stress or worry.

A property is probably the largest investment you will ever make.



Point to note

We will value your property and give you our professional advice free of charge. Our rental assessment will be based on our extensive local knowledge, current market conditions and similar properties that we have recently let. Our rental assessment will be realistic and honest.

Our charges

As with most agents, in return for our service you will pay us a percentage of the rent you receive.

Fully Managed Service – Once we have found tenants for your property, you will pay an initial letting fee of £180.00 excluding VAT, £216.00 including VAT and this is taken from the first months rent. This fee covers advertising the property using Rightmove, On the Market, our own website, the local press and our property boards if required. It also covers accompanied viewings, the referencing of the tenant(s), property inventory including photos, registering and protecting the deposit with the Tenancy Deposit Scheme. The monthly service charge is dependent on the size of the property, once we have a rental value we will be able to let you know. For any subsequent new tenancies the letting fee charged will be £120.00 excluding VAT, £144.00 including VAT.





The service we provide includes full management of your property from the moment you place it in our hands, until the moment you take it back. The only other charges you will have to pay are the costs of repairs and maintenance.







Point to note

There are a lot of companies who will let and manage your property. The range of fees and the services available can be confusing. With us the only charges you pay are shown above.




What's included in our charges:

-  Advertising
-  Preparing inventories (list of the items in your property);
-  Drafting Tenancy Agreements;
-  Issuing legal notices;

-  Reading meters and notifying utility companies
-  Regular visits to ensure the property is being looked after
-  Sending scanned documents or making overseas phone calls.
-  Emailed monthly and end of year statements

Letting your property







Almost any property can be let, whether it is furnished or unfurnished. How quickly a home is let depends on three main factors:

-  its location;
-  its condition; and
-  the rent you are charging.

We have experience in letting and managing all types of accommodation from single bedroom flats to the largest homes. We let homes to individuals, families, and business people.



Before you let your property you must consider:

-  what sort of people you want living in your property;
-  how long you want them to stay;
-  whether letting is allowed under the conditions of your mortgage;
-  whether you will pay income tax on the rent;
-  what regulations you have to meet before you can let your property; and
-  how well your property will be managed.

Our property managers will be pleased to answer any questions you have. You, the owner, are our client. Our reputation and our business depend on the quality of service we give to you.

What we will do for you

In Property Management we believe we have no rivals. You can be confident that we will let and manage your property well. But don't just take our word for it, check our references.

When you instruct us to let your home it will be allocated to a Property Manager. Your property manager will choose and carefully vet your Tenants, look after your home while it is let and collect the rent.



Point to note

When we let and manage your property we will follow rules, which keep to the British Standard. This quality standard means you have complete legal protection under the current Housing Act and any new laws about letting private homes.

Remember that you are placing probably the largest investment of your life in the hands of complete strangers. You need to feel confident in your agent, so you should check the references of the agent you are going to appoint.



A reputable agent should keep their money separate from yours and your Tenant's deposits in a client's account. Ask your bank to carry out a reference on their client's account.



An independent agent will check the financial suitability of any Tenant being put in your home. We will carry out this check on your behalf using a reputable credit referencing agent



Property Managers are not regulated, anyone can set up as a Property Manager today and be gone tomorrow with your money and the Tenant's deposits. Always use an established agent and ensure deposits are registered with a government recognised scheme.

Managing your property

When we receive your instructions we will do the following.



Advertise for Tenants in local newspapers, on our company website www.alberityyson.co.uk, www.onthemarket.com and www.rightmove.co.uk



Find you a suitable Tenant. All our Tenants are vetted, credit checked, employer reference checked and previous Landlord checked if applicable.



Keep you up-to-date with what is going on while we are finding a Tenant.



Make sure that when somebody views your property they are shown around by one of our Property Managers who will point out all the benefits of your property and find provide you with feedback if necessary.



Before the tenant moves into the property we will hold a deposit equal to 5 weeks rent and register it with the TDS. (Tenants Deposit Scheme).



Provide a Tenancy Agreement and any notices that are needed under the Housing Act 1988.



Provide an inventory (a list of the contents, fixtures, fittings and the condition of the property) which will be agreed with and signed by the Tenant.



Take meter readings before the Tenant moves into the property and notify the relevant utility companies and local authority giving them the name of your Tenant so he or she can be billed for the Council Tax and pay for the gas, electricity and water.



Explain to the Tenant how the equipment in the property works (if you have given us the user instructions / manuals).

During the tenancy we will do the following.



Collect the rent when it is due, pay it to you each month and give you a full and accurate statement of the rent account each month.



Visit your property regularly and sort out any problems, after getting your permission if necessary, we will to rectify these problems



Arrange for any repairs, renewals and refurbishment you instruct.



Make sure that at the end of the Tenancy, the Tenant leaves the property in a good clean condition (excepting for fair wear and tear)

The Tenancy Agreement

Introduction

A Tenancy Agreement is a legally binding contract between you and the Tenant of a property. The Agreement contains the conditions and responsibilities of you and the Tenant, including the term of the tenancy and the conditions that will apply if you want to take the property back.

Our Tenancy Agreements are regularly updated to include changes in the law and to take account of our own experiences. The rights and responsibilities of you and the Tenant are written clearly so that you both understand them.

If you or the Tenants do not follow the terms of the Agreement the other person has the right to take legal action.



The Housing Act

The Housing Act introduced two types of Tenancy, the Assured Tenancy and the Assured Shorthold Tenancy. There are also two types of Tenancy Agreement, which are not covered by the Housing Act. These are Agreements covering the letting of a house to a limited company and the letting of a home for holidays.

The most common Tenancy Agreement we use is the assured shorthold tenancy. This agreement provides the maximum security for you and is recommended by most building societies. This Agreement must be for a minimum fixed term of six months. After six months, the Agreement continues as a statutory periodic Tenancy until you or the Tenant gives the necessary notice.

Laws which apply to letting

Gas Appliances (Installation and Use) Regulations 1994

Landlords and Letting Agents must make sure that all gas appliances in rented property are checked for safety at least once a year and they must keep a record of the checks, dates of inspection and any problems that are found. A copy of the safety certificate must be given to the Tenant.

You can meet these regulations by having a service contract with the Gas Company or another Gas Safe approved firm, or by letting us arrange the inspection. If you already have a contract you should send us a copy so that we can make sure the inspection takes place and the safety certificate is obtained.

- **Inspection of Electrical Appliances and Power Points**

While inspection of electrical appliances and power points is not legally required at the moment, we strongly advise Landlords to have one carried out before starting to let a an older property.

- **E.P.C Regulations**

Current legislation stipulates that all rented properties must have an Energy Performance Certificate for Tenants to view prior to letting a property. Your agent can make the necessary arrangements to provide this.

- **Smoke Alarms & Carbon Monoxide Detectors**

As a Landlord you are legally obliged to supply a smoke alarm on each floor of the property. From October 2015 new regulations come into force that will require Landlords to fit a carbon monoxide detector in a property that contains a "solid fuel burning combustion appliance" and oil appliances. Whilst it is not mandatory for properties with gas central heating, it is strongly recommended you have one.

- **Legionella Risk Assessment**

Landlords of residential accommodation have responsibilities for combating Legionnaires Disease. Health and safety legislation requires that Landlords carry out risk assessments for the Legionella bacteria which cause Legionnaires Disease and thereafter maintain control measures to minimise the risk. Most rented premises will be low risk but it is important that risk assessments are carried out and control measures introduced

Financial matters

The rent

We realise that you have to trust us and so we take the following steps to protect your money.



All the rent we receive is paid into a separate client account.



We do not take any money for our services or pay out any money on your behalf without your permission.



The money of one client is never used to pay the debts of another.

Point to note

Our system is modelled on that required by the Law Society. Your money is safe with us.

Unpaid rent

Tenants usually pay their rent on time. However, a Tenant may be ill for a long time or lose his or her job and so get into debt.

Mortgage conditions

If you let a property which you have a mortgage for, you must notify the mortgage provider that the property is to be let. If you can show that the property will be professionally managed and let within the terms of the Housing Act 1988, you will usually get permission. You may have to pay the mortgage lender an administration fee. We will give mortgage lenders letting details and an example of our agreements if they ask us to.

Building and contents insurance

You must insure your building and any contents, the contents insurance should cover any liability for injury caused to the Tenant in connection with any Landlords contents. Tenants are not legally required to insure their own possessions in the property. If you have any problems arranging insurance we can advise you.

Inland Revenue

You have to pay tax on the money you get from letting your property. The amount you pay will depend on several points. Your accountant will know what relief and allowances you can have.

“Normally, we as your agent would have to take basic rate income tax from the rent we collect and pay it to the Inland Revenue.”

The 1994 Finance Act introduced new rules for people who do not live in the United Kingdom while their home is let. Normally, we as your agent would have to take basic rate income tax from the rent we collect and pay it to the Inland Revenue but you can now ask the Inland Revenue to receive your rent with no tax deducted.

To get approval you will need to fill in an Inland Revenue Form NRL 1, which you can do online.





If you will not be living in the United Kingdom and you get approval, you may still have to pay tax so you must get professional advice on what you will pay.



Furniture

By law, in an unfurnished property you must provide carpets, curtains, a cooker and light shades and bulbs. It does not matter how much more furniture you provide. The following notes are only guidelines. If you want advice for your own circumstances, please discuss the matter with your property manager.

For a furnished property we suggest you provide the following.

-  Adequate lounge seating.
-  A dining table and chairs.
-  A bed in each bedroom.
-  Cupboards, shelves, and wardrobes.

“The Tenant has to keep the property and garden in a clean and tidy condition.”



“You should remove any items, which have sentimental value”

You should remove any items, which have sentimental value to you because even the most caring Tenants have accidents. If you leave property in storage areas which you do not want the Tenant to have access to, you should lock them and give us the keys.

Points to note

We will look after your property with the same care, as you would provide. The more information and instructions you can give us and the Tenants, the better. Manuals or instructions about equipment in the property are very useful.

Due to everyday wear and tear you cannot expect a property to be in the same condition at the end of a letting as it was before you let it, no matter how well the property is looked after.



General information

Repairs and maintenance

We check your property at the start of the Tenancy and regularly after that. We also ask the Tenant to tell us about any problems they find with the property or its contents.

We may at times do repairs up to a cost that we have agreed with you if it's urgent, however, we always endeavour to tell a Landlord of any repair or problem before we instruct a contractor. We will tell you about any serious problems which you may be insured for before any action is taken. By law, you are responsible for keeping your property in a good condition.

Point to note

We recommend you have service and maintenance agreements where possible. Please make sure that you give us details of these agreements so we can use them when service or maintenance is needed.



Gas, water and electricity services

We have a good working relationship with the local council and major utilities. We will read the meters when a Tenant moves in, ensure the account is changed into the Tenants name and read the meter again when they vacate.

Telephone and television

British Telecom and the Cable TV companies will not deal with agents so you and your Tenants must make your own arrangements. We will give help and advice wherever possible.

OWNERS INFORMATION

Please answer all the questions on this form. If you have any questions or problems filling in this form please contact a member of our staff. Please read the terms and conditions and sign where indicated on pages 4 and 5.

Your property address:

Address	
Town	
County	Postcode
Telephone No	Facsimile No

Your full name(s):

Title	Forenames	Surname
Title	Forenames	Surname

Your Forwarding address:

Address	
Town	County
Country	Postcode
Telephone No	Work No
Facsimile No	E-mail

Your Bank details:

Bank	Branch	
Account Name	Bank Account Number	Bank Sort Code

Your property and the tenants you want:

Do you have an alarm?	<input type="checkbox"/>	Alarm company?		Alarm code?	
Do you have a mortgage?	<input type="checkbox"/>	Do you object to Children?		Do you object to Pets?	
Do you object to Sharing?	<input type="checkbox"/>	Do you object to a 'To Let' board?		Will you be living in the UK?	
What rent do you want per month?	Minimum:		Maximum:		
When will the property be ready for tenants to move in?					

District Council & Tax Band	Water Supplier
Electric Supplier	Gas Supplier
Location of fuse box	Location of stop cock
Location of water meter	Location of gas and electricity meters

E.G. Agreed rental price = £1000.00, Agents Fee at 10% = £100.00, Vat @ 20% = £20.00, Total = £120.00. The service we provide includes full management of your property from the moment you place it in our hands until the moment you take it back. The only other charges you will have to pay are the costs of repairs and maintenance.

Any Gas appliances in rented property must be inspected each year and Landlords Gas Safety Certificate obtained. A CORGI registered company must carry out the inspection. We will arrange this for you.

Oil boilers can also emit carbon monoxide. Therefore, it is imperative that they are serviced annually and that you supply a CO2 emissions detector in the property.

You must install at least one smoke alarm on each floor at the property and pay the cost of replacement batteries as required. You must install a carbon monoxide alarm in each room where solid fuel is used and pay the cost of replacement batteries as required.

[illegible]

Terms & Conditions

1 What we will do for you.

- a Advertise for tenants.
- b Set up an Assured Shorthold Tenancy with an initial fixed term of 6 months, which will then continue as a periodic tenancy, unless you instruct us otherwise.
- c Sign the tenancy agreement on your behalf.
- d Ensure prospective tenants are shown around by one of our home managers, who will point out all the known benefits of your property.
- e Find a tenant and investigate how suitable they are with an independent agency. Only class "A" tenants will be accepted, unless you give other instructions.
- f Hold a deposit equal to 5 weeks rent and register it with the TDS as required by current regulations.
- g Produce a tenancy agreement and any notices that are needed under the current Housing Act.
- h Take an inventory (list of the contents, fixtures & fittings in your property) which will be agreed & signed by the tenant.
- i Notify the utility providers and Council Tax (provided you have told us who they are) when the tenants move in and vacate the property so he or she can be billed directly.
- j Explain to the tenant how the equipment in the property works (if you have given us the instruction manuals).
- k Process the rent when it is due, pay it to you each month by BACS transfer and give you a full and accurate statement of the rent account each month after deduction at source of the agreed fees plus VAT.
- l Visit your property regularly and sort out any problems for you, after getting your permission if necessary.
- m Arrange for any repairs, renewals and refurbishment you ask for.
- n Arrange for the inspection and certification of the gas appliances (if any) on an annual basis at your expense.
- o Make sure that at the end of the tenancy, the tenant leaves the property in a good clean condition. (You must accept everyday fair wear and tear.)
- p Make payments on behalf of the Landlord from rents received for costs in managing the Property.
- q Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way.
- r In the case of emergency, arrange for any repairs to your property even if we cannot contact you.
- s Responsibility for and management of empty property is not normally included and will only be carried out by special arrangement agreed in writing between the Landlord and Agent.
- t Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this agreement, or on the Landlord's instructions.

2 What you must do

- a Obtain written consent of your mortgage lender & insurance company to let your property and provide us with evidence of this.
- b Provide proof of ownership of the property.
- c Keep the property and contents fully insured against all usual risks, by a reputable insurer who is aware of the letting of the property.
- d Keep the main structure of the property in good condition and weatherproof.
- e Keep fixtures and fittings, gas electricity, water systems, and appliances that belong to you in a good working order.
- f Supply us with two sets of keys to the property. (One set will be given to the tenant when they move in and we will retain one set in case of emergency.)
- g Pay all the tax due on the income from letting your property and compensate us for any loss if you do not.
- h Pay, any costs incurred in enforcing the terms of the tenancy agreement against your tenant.

- i Allow us to spend up to £120.00 including VAT for each item for repairs or renewal to the property without your further authority. (It is accepted that there may be times when we will have to act as "an agent of necessity".)
- j Arrange for the disconnection of any telephone service in the property before you leave.
- k Pay all the bills on your property except those, which the tenant has agreed to pay, and compensate us for any loss if you do not.
- l At the start of a new tenancy the set up fee will be £180.00 excluding VAT (£216.00 including VAT) and for every subsequent let the set up fee will be £120.00 excluding VAT (£144.00 including VAT).
- m If your property requires an Energy Performance Certificate, we can arrange this for you with a third party contractor at a cost of £75.00 including VAT.
- n Have consent from the freeholder of the building for permission to let the property and provide evidence of such.
- o Complete and return an NRL1 form if you will be living abroad during the tenancy.
- p Should you agree to accept a tenant in receipt of Housing Benefit, you must repay without delay any monies already paid to you by Albery Tyson, that the council wishes to "Claw back".
- q The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss and causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.
- r The landlord has a 14 day cooling off period if the contract is signed anywhere other than the Agents business address.

Having read these terms and condition, I confirm that I instruct Albery Tyson to manage my property.

Signed _____ date _____

Definitions:

Agent or Letting Agent means an individual or company appointed by an owner to let or manage property on his behalf.

Deposit or Tenancy Deposit means a sum of money which a landlord requires a Tenant to pay at the start of the tenancy, and which will normally be returned to the Tenant at the end of the tenancy. The money is security in case the Tenant does not meet their obligations in connection with their tenancy.

Landlord means an individual or individuals, or a **Corporate Landlord**, who own(s) an interest in and let(s) residential property. Reference to Landlord includes a reference to any person (including an Agent) acting on a Landlord's behalf in relation to a tenancy. Reference to a Landlord also includes any one or more joint Landlords. Irrespective of the terms of any partnership agreement, declaration of trust or other arrangement between joint Landlords, TDS will regard all Landlords of a tenancy as being jointly and severally liable for the Landlord's obligations and will treat the authority of any one or more joint Landlords as binding on the others.

Member means an Agent or Landlord who has joined, and is a current Member of, the Scheme and **Membership** shall mean the state of being a Member, or the members of the Scheme as a whole, as the context requires.

Stakeholder means any person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

Calendar Day or day means a day of the year, including Saturdays, Sundays and bank holidays.

Relevant Person means person who paid the deposit or any part of it on behalf of a tenant.

Scheme means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

Statutory Time Limit means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

Working Day means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

1 Assured Shorhold Tenancy Deposits

1.1 If a tenants pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must , from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.

1.2 The landlord must give the tenant and any Relevant Person "prescribed information " about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

1.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

Tenancy Deposit Scheme
PO Box 1255
Hemel Hempstead
Hertfordshire
HP1 9GN

phone 0845 226 7837
Web www.tds.gb.com
email deposits@tds.gb.com
fax 01442 253193

We are members of the Property Ombudsman Scheme.

The Property Ombudsman
Milford House
43 – 55 Milford Street
Salisbury
Wiltshire
SP1 2BP

Phone: 01722335458
Web: www.tpos.co.uk

1.4 If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

1.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf).**

- a) fails to give prescribed information within the Statutory Time Limit: or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time Limit: or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the Scheme's confirmation that the deposit was protected.

1.6 If you do not give us written instructions that you want t make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instruction conflict with the Scheme rules.

1.7 The Scheme rules are available to view and download from www.tds.gb.com. A very important point for you to bear in mind is that we must hold the deposit as "Stakeholder". This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree: or
- b) the court orders us to do so: or
- c) the Tenancy Deposit Scheme directs us to do so.

2 During the tenancy

2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

2.2 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.

2.3 If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

- 2.4 At the end of an AST we liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant. (We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance with your instructions).
- 2.5 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

3 Where there IS a dispute about the deposit at the end of the tenancy

- 3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
- 3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instruction at the time regarding the amount to be withheld.
- 3.3 If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
- 3.4 If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.
- 3.5 The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.
- 3.6 If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**
- 3.7 Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenant, all the joint tenant's must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**
- 3.8 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tds.gb.com.
- 3.9 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme received notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).
- 3.10 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

4 Consent to use personal information

- 4.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.
- 4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tds.gb.com)

5 Our duty to provide correct and complete information

- 5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.
- 5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you. Or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

6 Where the tenancy is not an AST

- 6.1 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.
- 6.2 If a dispute arises you, we or the tenant will contact the Scheme, Then:
- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation or arbitration):
 - b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't the options are to negotiate or litigate):
 - c) the parties will have to pay a fee of £600.00 including VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT (12% including VAT), whichever is the larger amount.
- 6.3 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

7 Where you instruct us that you do not want us to protect an AST deposit

- 7.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person "prescribed information" about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
- 7.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.
- 7.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribe information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

8 Joint landlords

- 8.1 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instruction of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

Signed: _____ Date: _____

Landlord Privacy Notice

Albery Tyson is committed to protecting and processing your personal data in accordance with the General Data Protection Regulations and the Data Protection Act 2018 (the legislation). For the purpose of the legislation and your personal data, Albery Tyson, is the Data Controller, Marcus Ainsworth is the person responsible for data protection and can be contacted at 2 Roman Way, Market Harborough, Leicestershire, LE16 7PQ or marcus@alberityson.co.uk or 01858 434400.

The General Data Protection Regulations are to safeguard your personally identifiable information or personal data. This privacy notice will be regularly reviewed and updated.

Information held

The personal data we process may include the information in column A of the attached appendix and may also include other sensitive data concerning health, if relevant to your application. Where the provision of data is a statutory, a contractual requirement or a requirement necessary to enter into a contract, a refusal to provide the data may mean that we are unable to provide you with our service.

To ensure that we provide you with the best service possible we will need to collect and retain certain personal data. The data may be collected and processed by those listed in columns B and F. How we source the data is identified in column C. We may source data from 3rd parties or via third parties e.g. Land Registry or local authority licensing schemes.

Lawful basis of processing

Your personal data will be used for the activities in column D. There are 6 lawful basis of processing your data including consent, a legitimate interest, contract fulfilment, a legal obligation and a vital interest. For each usage of the data the lawful basis of the processing of your data will be identified in column E. A legitimate interest is when we have a business or commercial reason to process your personal data which needs to be balanced with your interests i.e. what is right and best for you.

Where we state that we have a legitimate interest, the fact that we have a legitimate interest and what that legitimate interest is, will be stated in column E, e.g. to keep in touch with you during the tenancy; to contact you when we need your consent.

Online identifiers, IP addresses and cookie identifiers

Where you visit our website we may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns.

We may obtain information by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- To speed up your searches.
- To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site. You can find more information about cookies at www.allaboutcookies.org

This policy only applies to our site. If you leave our site via a link or otherwise, you will be subject to the privacy policy of that website provider. We have no control over that privacy policy or the terms of the website and you should check their privacy policy before continuing to access the site.

Recipients of personal data

It will be necessary for us to process or share all or some of your personal data with a range of individuals, businesses and organisations and these may include those listed in column F.

Where is the data stored?

Your personal data is stored in the way described in column G and the data is always stored within the European Union or outside of the European Union but with an organisation operating under the General Data Protection Regulations.

Retention period and criteria used to determine the retention period

We will retain some elements of your personal data for up to the time defined in column H after we cease to be your agent. What information can be anonymized will be when no longer required for either contractual fulfilment or a legitimate interest. If the lawful basis for processing your data was consent then you may withdraw consent at any time.

Your rights

You have a right of access to check your personal data to verify the lawful basis of processing. We are obliged to respond to an access request within 30 days and may not charge a fee unless the request is unfounded, excessive or repetitive. If a fee is charged it is to be a reasonable fee based upon the administrative cost of providing the information.

You have a right to rectification if the data we hold is either inaccurate or incomplete. If your data has been disclosed to third parties then we must inform them of the rectification, where possible.

You have a right to erasure of your data when consent is our basis of processing (the right to be forgotten). You may request that your personal data be erased, for example, where there is no compelling reason for its continued processing or where you withdraw consent. We will comply with your request unless we have another basis of processing justifying our retaining the data (for example a legal requirement or the defence of a legal claim).

You have some rights to ask us to restrict processing i.e. to block or suppress processing where, for example, the data may be incorrect and whilst the accuracy is verified. We are permitted to store the data.

Your right to object

You do have a right to object to further processing of your personal data. We may be required to stop processing unless there is some other legitimate basis of processing such as a legitimate interest or a requirement for the exercise or defence of a legal claim.

Withdrawal of consent

Where the lawful basis for processing is your consent, you may withdraw consent at any time by writing to, Marcus Ainsworth, Alberly Tyson at 2 Roman Way, Market Harborough, Leicestershire, LE16 7PQ or emailing marcus@alberlytyson.co.uk.

How to lodge a complaint with the supervisory authority

The supervisory authority responsible for data protection is the Information Commissioners Office (ICO) to whom concerns may be reported by phone on **0303 123 1113** or **+44 1625 545 745** if calling from outside the UK, by email using the form on the website ico.org.uk or the livechat function.

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
Information Held	Who is collecting it	How is it collected	Why is it collected	Lawful basis for processing	Who will it be shared with	How Stored	When will it be deleted
Landlords Name	Staff/Landlord	On Landlords Information form	To use on tenancy agreement To add to lettings software To contact landlord To use on prescribed information To pass onto contractors To pass onto utility companies To pass onto the local authority To pass onto solicitors	Contract fulfilment Contract fulfilment Contract fulfilment Legal obligation Contract fulfilment Contract fulfilment Contract fulfilment Legal work	Tenant, staff, local authority, utility companies, contractors, solicitors.	Paper/electronic	6 years after we cease to manage property
Landlords Address	Staff/Landlord	On Landlords Information form	To use on tenancy agreement To add to lettings software To contact landlord To use on prescribed information To pass onto contractors To pass onto utility companies To pass onto the local authority To pass onto solicitors	Contract fulfilment Contract fulfilment Contract fulfilment Legal obligation Contract fulfilment Contract fulfilment Contract fulfilment Legal work	Tenant, staff, local authority, utility companies, contractors, solicitors.	Paper/electronic	6 years after we cease to manage property
Landlords Bank Details	Staff/ Landlord	On Landlords Information form	To pay landlord	Contract fulfilment	Landlords bank, staff	Paper/electronic	6 years after we cease to manage property
Accountant Details	Staff/ Landlord	On Landlords Information form	To pass financial details to during and at the year end.	Contract fulfilment	Landlords accountant, staff	Paper/electronic	6 years after we cease to manage property
Contact address in UK (if overseas)	Staff/ Landlord	On Landlords Information form	To contact landlord if overseas	Contract fulfilment	UK contact, staff	Paper/electronic	6 years after we cease to manage property

