Landlords Tenants Investors

Information Pack



KINGS & CO
LETTINGS

47 Wherry Road, Norwich, NR1 1WS

44 Mere Street, Diss, IP22 4AG

Norwich: 01603 666689
Diss: 01379 646180

admin@kingsandco.com

www.kingsandco.com

Kings & Co Lettings is the trading name of Wiremanor Ltd

Kings & Co Lettings is the trading name of Wiremanor Ltd. Registered address 17-19 St Georges St, Norwich NR3 1AB
Registered in England & Wales 7028965. VAT No. 186 2368 80

KINGS & CO
LETTINGS

Contents

Introduction and Contact Details 2

Our Services 3

Preparing Your Property – Regulations 6

A Guide in Preparing to Let..... 10

Our Fees..... 11

Terms and Conditions of Business..... 13

Landlords instruction form..... 19

Property Details 20

Landlords Details 22

Find our offices..... 23

Introduction and Contact Details

Kings & Co Lettings is an independent local letting agency formed in 1995 and under new management since 2009. As Landlords ourselves we understand that providing excellent service at an affordable price is what every Landlord wants and we strive to deliver this to each and every Landlord.

Our aim is to make our clients feel secure when entrusting their properties to our dedicated staff. We understand the importance of delivering a quality service, recognise the significance of the smallest detail and the value of regular communication are necessary in providing successful property management.

Our two clearly defined comprehensive services are offered to Landlords with a professional approach to Residential Property Management.

However we also understand that everybody requires something different so should you require more or less than stated then please do not hesitate to discuss this with us.

Contact Information

Website

www.kingsandco.com

Norwich Office

Phone 01603 666689

Email

sally.white@kingsandco.com (Director)
georgina.buck@kingsandco.com
emma.lambert@kingsandco.com
admin@kingsandco.com (General Email)

Post

47 Wherry Road Norwich Norfolk
NR1 1WS

Diss Office

Phone: 01379 646180

sally.white@kingsandco.com
julie.southgate@kingsandco.com
Katherine.hawkey-smith@kingsandco.com

44 Mere Street, Diss,
IP22 4AG

Office Hours

Monday	9am-5pm
Tuesday	9am-5pm
Wednesday	9am-5pm
Thursday	9am-5pm
Friday	9am-5pm
Saturday	Appointment Only
Sunday	Closed

KINGS&CO LETTINGS

Our Services

Kings & Co have two services which we offer, the details of what these services include are listed below **(however should you wish to adapt these to include more or less then please do not hesitate to speak to us).**

Full Management Service Description

- An initial inspection of your property to advise about the current rental market & evaluate the rent achievable.
- Advise on presentation of the property.
- Marketing across property portals such as Rightmove, Social Media and our own website. We also market via our window displays and distributed email lists.
- Explanation of the legal requirements in letting your property and helping to ensure you are compliant on an on-going basis.
- Organizing and manage all property viewings.
- We will use eye-catching To Let boards for maximum tenant finding exposure.
- We will vet all applicants carefully and obtain references including a credit check.
- We will prepare all tenancy documents and legal correspondence.
- We will organize inventory☘ & condition reports before each tenancy. (Addition Charges)
- Arrangement of all safety certificates, renewals and smoke and carbon monoxide compliance (cost of certificates or materials not included)
- Notifying utility companies and local authority supplying ingoing meter readings.
- Setup and management of the deposit through the Deposit Protection Service.
- Monitoring of monthly rental payments and distribution to landlords on receipt of cleared funds.
- Provision of monthly statements of account via electronic or paper medium.
- Mid-term property inspection (normally 4 months in) unless otherwise agreed. With a maximum of 3 inspections in the first year, then twice a year. (Please see additional costs for further inspections)
- Co-ordination and supervision of repairs, subject to previously agreed expenditure limits. (please note we do not take commission from our trades people nor mark up on their invoices)
- Advise on rent increases.
- 24 Hour emergency telephone line for tenants.
- Conduct final inspection and arrangement of any minor maintenance required before re-letting.
- Negotiation and refund of tenants damage deposit where appropriate.

Our Services - Tenant Find

Tenant Find

Service Description

We provide the same aspects of our full management service until the time the tenancy agreement is signed. From this point the landlord undertakes their own management.

- An initial inspection of your property to advise about the current rental market & evaluate the rent achievable.
- Advise on presentation of the property.
- Marketing across property portals such as Rightmove, Social Media and our own website. We also market via our window displays and distributed mail lists.
- Explanation of the legal requirements in letting your property and helping to ensure you are compliant on an on-going basis.
- Organise and manage all property viewing where necessary.
- We will use eye-catching To Let boards for maximum tenant finding exposure.
- We will vet all applicants carefully and obtain references including a credit check.
- We will prepare all tenancy documents and legal correspondence.
- Arrangement of all safety certificates, renewals and smoke and carbon monoxide compliance **(Cost of certificates or materials not included)**
- Notifying utility companies and local authority supplying ingoing meter readings.
- We will organize inventory & condition reports before each tenancy. (Please see additional costs depending on size of property)
- We will setup and collect the first month's rent and deposit from the tenant.

As previously mentioned, if you are interested in a customised service for your specific needs or position then please give us a call. Each landlord is different; we are a solution orientated company and if you want more than we list above or a combination of our services we are flexible.

Our Services - Rent Collection

Rent collection (No Maintenance)

- An initial inspection of your property to advise about the current rental market & evaluate the rent achievable.
- Advise on presentation of the property.
- Marketing across property portals such as Rightmove, Social Media and our own website. We also market via our window displays and distributed mail lists.
- Explanation of the legal requirements in letting your property and helping to ensure you are compliant on an on-going basis.
- Organise and manage all property viewing where necessary.
- We will use eye-catching To Let boards for maximum tenant finding exposure.
- We will vet all applicants carefully and obtain references including a credit check.
- We will prepare all tenancy documents and legal correspondence.
- Arrangement of all safety certificates, renewals and smoke and carbon monoxide compliance **(Cost of certificates or materials not included)**
- Notifying utility companies and local authority supplying ingoing meter readings.
- We will organize inventory & condition reports before each tenancy. (Please see additional costs depending on size of property)
- Setup and management of the deposit through the Deposit Protection Service. Monitoring of monthly rental payments and distribution to landlords on receipt of clear funds.
- Provision of monthly statements of accounts via electronic or paper medium.
- Mid-term property inspections (normally 4 months in) unless otherwise agreed. With a maximum of 3 inspections in the first year, then twice a year. (Please see additional costs for further inspections)
- Advice on rent increases.
- Conduct final inspections and arrangement of any minor maintenance required before re-letting.
- Negotiation and refund of tenants damage deposit where appropriate.

This service we would inform the tenant to contact the landlord for any maintenance requested at the property.

Preparing Your Property – Regulations

As a Landlord you are legally responsible for ensuring the property and its contents are let in a tenantable and more importantly safe condition. The main regulations that you should be aware of are as follows:-

Gas Safety Gas Safety (Installation and Use) Regulation 1998

It is a legal requirement to have all gas appliances fully serviced and checked annually. All plumbers who carry out repairs or serving to gas central heating systems or Calor gas appliances MUST be registered with GAS SAFE. Complying with the Regulations is a legal requirement and failure to do so is a criminal offence. At the start of the tenancy we must have a current Landlord Safety Certificate to provide to the tenants. We can arrange this for you should you not have details of a Gas Safe Engineer.

Electrical Equipment (Safety) Regulations 1994

New regulations came into force on the 1st June 2020 that all rental properties are required to have an electrical inspection and report on the condition (EICR) of the property by a qualified person. This means that your property must meet the 18th Edition of the Wiring Regulations, which are published as British Standard 7671.

The new changes will apply to all new tenancies from the 1st July 2020 and for pre-existing tenancies this must be carried out prior to 1st April 2021. The electrical certificate will last for a maximum of 5 years.

It is also advised that PAT is carried out on any appliances left.

Fire Regulations

As a Landlord you have an obligation under The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993) set levels of fire resistance for domestic upholstered furniture, furnishings and other products containing upholstery. Any furniture pre 1950 does not have to comply with these regulations as flammable substances were not used in their manufacture. However any furniture purchased after 1st March 1990 should comply.

Please note this covers any furniture and furnishings left in the property by either yourself or any tenants. We recommend any items left by tenants are removed unless they can be proved they comply. Items cannot be sold or given to tenants.

Failure to abide by these regulations could result in prosecution.

Energy Performance Certificate



Since 1st October 2008, all rental properties with a new tenancy in England & Wales are required to have an Energy Performance Survey carried out before your property is marketed. New regulations came into force on the 1st April 2018, requiring let residential property to be have a minimum rating of an "E". If below an "E" the property must be brought up to standard prior to marketing the property to let. A copy of the EPC must be issued to the tenants prior to entering into a tenancy agreement, along with a copy of the current "How to rent" leaflet issued by the government.

Smoke Alarms & Carbon Monoxide Detectors

The Smoke & carbon monoxide alarm (amendment) Regulations 2022 came into force on the 1st October 2022 and you must ensure that:-

- At least one smoke alarm is equipped on each storey of their homes where there is a room used as living accommodation. This has been a legal requirement in the private rented sector since 2015.
- A carbon monoxide alarm is equipped in any room which contains a fixed combustion appliance (excluding gas cookers).
- Smoke alarms and carbon monoxide alarms are repaired or replaced once informed that they are faulty.

Failure to comply with these regulations could result in the local authority issuing a Remedial Notice. If the local authority is satisfied that a Landlord has failed to comply with a Remedial Notice, they can impose a penalty charge which cannot exceed £5000

As part of our Management Service we will check smoke alarms at the start of each new tenancy to ensure they are in working order and upon periodic inspections.

Right to Rent Regulations 2016 (Right to rent in the UK) part of the immigration Act 2015

From 1st February 2016, it is a requirement that checks are made on all occupiers over the age of 18 and undertaken before any tenancy commences. Checks have to be made face to face with documents verified, copied and retained. Landlords or Agents have an obligation to confirm that all tenants have the right to rent in the UK.

Housing Health & Safety Rating System HHSRS

The Housing Health & Safety Rating System was introduced under the 2004 Housing Act. It is a risk based evaluation tool, designed to identify potential health and safety defects in properties. Common breaches are trip hazards, such as loose carpet, uneven patio slabs, stair cases without handrails.

Legionella Risk Assessment

Landlords have a responsibility to ensure that the risk of exposure to tenants and visitors of the property to Legionella is properly assessed and controlled. The HSE emphasise that Legionella tests/ samples are genially not required for domestic hot water systems, and then only in exceptional circumstances i.e. in very old properties, if a property has been empty for some time.

Tax

Any rent received may be subject to tax and we recommend that you discuss this with a qualified person. Landlords are allowed to make deductions from income before calculating profit, below is a list of some of these deductions.

- Commission and management fees, tenancy agreement fees and inventories.
- Interest on a mortgage
- Cleaning
- Council tax on vacant possession
- Water rates on vacant possession
- Building and contents insurance, repairs and maintenance
- Wear and tear on furnished properties
- VAT on all charges where applicable.

Overseas Landlords

A Landlord is considered an overseas Landlord for tax purposes if they are out of the Country for more than six months in any tax year. The tax system for overseas Landlords is dealt with through the HMRC department called Charity, Assets and Resident – Residency. You must apply for consent for us to pass on gross rental income without any deductions. The Residency department will then issue an approval number. If there are joint owners of a property then each individual must apply for an approval number. Please ask for the correct forms for completion.

Mortgage & Leasehold Properties

If the property you are letting is subject to a mortgage, permission to let will be required from your lender. Leasehold properties will also require consent to let.

Insurance

You should ensure that you are adequately covered for buildings insurance, as this will remain your responsibility. Even if you are letting the property unfurnished it is advisable to obtain the minimum contents insurance to cover floor coverings, curtains etc. Furnished properties should be covered for the necessary amount. Tenants will be responsible for insuring their contents. When insurance is obtained for the property it is essential to ensure that this includes Landlords Liability, should the unthinkable happen.

Deposits and Inventories

The deposit amount is the equivalent of a maximum of 5 weeks rent. If you are a Landlord in England and Wales and who lets residential property on an Assured Short hold tenancy, and if you take a deposit from the tenant at the beginning of the tenancy, you are required under the provisions of the Housing Act 2004 to protect the deposit against misuse the Act also places an obligation on the Landlord to make certain information about the protection of the deposit available to the tenant. Kings & Co lettings are a member of The Deposit Protection Service and will on behalf of the landlord protect the deposit within the scheme.

Penalties and failures to protect the deposit

- Protection of deposit is mandatory under the law from 6th April 2007
- Failure to protect a deposit carries penalties for landlord client:

◊ The landlord will be unable to use "notice only ground" to regain possession as detailed under¬ Section 21 of the Housing Act 1988)

◊ Tenants can only apply for a court order requiring the deposit to be protected and the¬ prescribed information supplied to them

◊ If the landlord fails to comply with these requirements, or the deposit is not held in an¬ authorised scheme, the court will order the landlord to repay the deposit or to pay the deposit into an authorised scheme

◊ The court will also fine the landlord three times the deposit amount, payable to the tenant within 14days



Furnished/Unfurnished

If letting your property furnished you will need to leave sufficient furniture for the amount of bedrooms and reception rooms that the property has, also sufficient kitchen equipment and cleaning equipment i.e. vacuum cleaner and ironing board will all need to be provided, gardening tools are also to be provided. Unfurnished properties are normally left with carpets, curtains and cooker. All appliances/furniture are the responsibility of the Landlord and are your responsibility to maintain.

KINGS&CO LETTINGS

Preparing Your Property – Regulations

Maintenance (Full Management)



It is of the utmost importance that your property is maintained to a good standard and we advise in using professional contractors. Kings & Co Lettings has developed strong links with trusted and reliable contractors and tradesmen capable of providing first class service. All contractors must have the relevant qualifications and should also have Public Liability Insurance – under Section 4 of the Defective Premises Act 1972. As part of our Full Management agreement with you, we normally recommend agreeing a threshold for expenditure, below which, we will act on your behalf using our discretion to ensure an efficient repairs service. This is usually set at around £100 and such minor works are normally carried out by one of our regular retained contractors. Should a repair exceed this limit we will provide you with at least two quotations for your consideration before acting or alternatively we will be happy to liaise with your own approved contractors if you require.

Utilities

The tenants are responsible for all utilities to include, council tax, water, electric, gas, oil, telephone line, TV license etc. However any charges during an empty period will be the Landlords responsibility

A Guide in Preparing to Let

- Contact Kings & Co Lettings and one of our experienced members of staff will meet you at the property and advise you of the likely rental figure achievable and advise you on any works (if any) necessary to the property.
- Once Kings & Co has a signed Terms of Business (see page 14) we can commence marketing the property.
- Provide Kings & Co initially with 1 set of keys for viewings.
- If required contact your Mortgage Lender or Leaseholder and obtain permission to let the property.
- It is the tenant's responsibility to ensure they leave the property how it is found. Therefore, it is recommended that you clean the property throughout, if necessary hire professional cleaners, and to leave the garden neat and tidy and weed free.
- Contact insurance companies and arrange necessary building and contents insurance Contact the relevant utility companies, council tax, gas, electric, water, telephone and advise them of your new/correspondence address **(Kings & Co)** will advise them of new tenants names and meter readings on the day the property is occupied)
- **Kings & Co** request that Landlords leave details of stopcocks, meters and instructions for cookers, washing machines, boilers etc.
- Contact Royal Mail and arrange for a redirection service for your mail as Kings & Co cannot be held responsible for forwarding mail.
- Make arrangements to be affiliated to a scheme to protect the tenants damage deposit (applicable♣ to Tenant Only Service)

Our Fees

Please note that no fees are due until tenants have been found and a contract drawn up between you and the tenants. **Please note that should the agreed rental amount be higher or lower than the example price out commission fee will be correspondingly higher or lower.**

Full Management

Initial Set Up Charges to include tenant referencing, inventory report, check-in and check-outs, all move-in documents	£480 inc VAT
Management charge to include periodic inspections	11% of monthly rental inc VAT
Or Management charge with Rent & Legal Service (e.g. if the monthly rental was £.....you will pay a fee of £.....per month inclusive of VAT)**	13.4% of the monthly rental inc VAT
EPC and floor plan	From £75 inc VAT, if required
Inventory and condition report (Depending on the size of the property)	From £84 inc VAT
Withdrawal from entering into a tenancy having instructed Kings & Co lettings to proceed – Administration Fee	£300

Rent Collection Service

Initial Set Up Charges	£480 inc VAT
Management charge	9% of the monthly rental inc VAT
Or Management charge with Rent & Legal Service (e.g. if the monthly rental was £.....you will pay a fee of £.....per month inclusive of VAT)**	12% of the monthly rental inc VAT
EPC and floor plan	From £75 inc VAT, if required
Inventory and condition report (Depending on the size of the property)	From £84 inc VAT
Withdrawal from entering into a tenancy having instructed Kings & Co lettings to proceed – Administration Fee	£300

KINGS & CO LETTINGS

Tenant Only Service

90% inc VAT of one month's rent subject to a minimum fee of £480 inc VAT (e.g. if the monthly rental was £.....you will pay a fee of £.....per month inclusive of VAT)**	
Rent Guarantee Service	On Request
EPC and floor plan	From £75 inc VAT, if required
Inventory and condition report (Depending on the size of the property)	From £84 inc VAT
Withdrawal from entering into a tenancy having instructed Kings & Co lettings to proceed – Administration Fee	£300

Other Services for managed, rent collection, tenant only service

Tenancy Renewal Fee	£60.00 inc VAT
Section 21	£72 inc VAT
Annual Income & Expenditure Report	£24 inc VAT (not tenant only service)

Periodic inspection on non managed propertys

In Norwich	£42.00 inc VAT
Norwich Suburbs	£54.00 inc VAT
Tenancy Agreement Fee	£60.00 inc VAT

TERMS AND CONDITIONS OF BUSINESS

Landlord Name:-.....

Property Address:.....

.....

.....

1. Notice of Cancellation Rights

In accordance with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013. If you deal solely with us via the internet or you signed the Terms of Business at home you have a cooling off period (usually 14days) from the date of signing this agreement in acceptance of the Terms of Business, but might be extended by law in some limited circumstances within which to cancel this agreement. To cancel please communicate that you wish to do so clearly within the cooling off period. We would ask you to serve a formal Cancellation Notice upon us in writing within the cooling off period. Even if you cancel this agreement you will not be able to cancel any lettings which we have entered into on your behalf. We will have certain duties which we are obliged to fulfil under the codes of conduct mentioned above which will continue despite your cancellation . Where we have performed work for you during the cancellation period at your request under the Terms of Business we may charge for it as we would charge a Landlord which has engaged us for Tenant Introduction Services. Should you have any questions about the Terms of Business, please contact us.

The Services set out in The Terms of Business will not commence until the day following the last day of the cancellation period.

Your cancellation will be effective from the time your Cancellation Notice is posed to Kings & Co Lettings, 47 Wherry Road, Norwich, NR1 1WS or in the case of email on the day it is sent to admin@kingsandco.com. A Cancellation Notice may be in any form provided it is in writing.

Please note that all prices in the Terms of Business are shown inclusive of VAT at 20% Should the rate of VAT change the prices indicated in the Terms of Business will be adjusted to reflect this change. No VAT is payable on Rent or Deposits.

2. Data Protection Act

Please note that whichever level of service you select we will hold and use this information about you, supplied by you subject to the various permissions obtained within the Terms of Business and in accordance with the Data Protection Act 1998. We may also send it in confidence for processing outside of the European Economic Area

3. Tenancy Agreement.

We will sign the Tenancy Agreement on your behalf as your agent and formally complete the Tenancy Agreement once the tenant has signed and returned the agreement also. Should there be any extensions or renewals of the tenancy agreement we will continue to prepare all necessary subsequent extension tenancy agreements and formally complete the same upon receipt of signed documentation from the Landlord and Tenant.

In order for us to accurately draft our Tenancy agreement it is important that you give clear written instructions regarding the length of time the property will be available for letting, and any further requirements you may have. We will ask you for these details when we begin to market or manage the property and you should notify us of any subsequent changes. You must also provide us with details of any obligation or restrictive covenants under any head leases or contracts relating to the property which your tenant will be bound to observe. We may include appropriate details of any such information in the Tenancy Agreement and we may forward any such details to the Tenants.

Following a specific request by you we can assist in preparing the Property before the Tenancy Agreement commences by for example arranging the rubbish to be cleared out, furniture to be moved, should we consider it necessary we may arrange for a cleaner to clean the property before the tenancy commences. In each case you will be liable to pay the appropriate contractors invoices.

4. Inventories and Schedules of Condition

Upon written instructions before the commencement of the tenancy agreement we will organise an inventory of furniture, fittings and conditions to be prepared. The inventory service is strongly recommended in order to establish a schedule of condition for the property for the purposes of completing the check in and checkout process. Please note that this does not include inspections of lofts or cellars. Please further note that we do not accept any responsibility for the inventory clerks failure to inspect and report on any locked rooms or other areas of the property which we have not been given access to.

5. Keys



Where we are instructed on our Full Management Service we require 3 full sets of keys for the property. Where you do not provide the required number of keys we may obtain copies at your expense.

6. Utilities

When a Tenancy Agreement commencement date has been agreed or when a liability date has been agreed, we will provide meter readings. You agree that we may provide your contact details to the Energy Supplier for the purpose of registering the Gas and Electricity and administering your account.

7. Gas Safety, Electric requirements & Fire Regulations

The Gas Safety & Electrical Report must be given to the Tenant at the commencement of the Tenancy Agreement. Where no Gas Safety or Electrical Report is provided by you in good time prior to a Tenancy Agreement commencing we reserve the right to instruct a suitably qualified contractor to undertake the preparation of the Gas Safety & Electrical Report on your behalf. The cost of the preparation of the Gas Safety & Electrical
Report will be payable by you to us when this work is ordered and is non refundable.

By signing this Terms of Business you accept full responsibility for ensuing that the Property its wiring and any of your appliances fully comply with these regulations should we find any furniture or furnishings in the property that does not comply with this legislation we will advise you to remove such items. Should you not remove any such items, we may remove them and dispose of them at your expense. You can obtain a comprehensive guide to these regulations from your local Trading standards office

8. Smoke Alarms & Carbon Monoxide Detectors

The Smoke & carbon monoxide alarm (amendment) Regulations 2022 came into force on the 1st October 2022 and you must ensure that:-

- ◊ At least one smoke alarm is equipped on each storey of their homes where there is a room. This has been a legal requirement in the private rented sector since 2015.
- ◊ A carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers).
- ◊ Smoke alarms and carbon monoxide alarms are repaired or replaced once informed and found that they are faulty.

Failure to comply with these regulations could result in the local authority issuing a Remedial Notice. If the local authority is satisfied that a Landlord has failed to comply with a Remedial Notice, they can impose a penalty charge which cannot exceed £5000. We will not be responsible for any losses incurred by you for your failure to comply with Smoke & Carbon Monoxide Alarm (England) Regulations 2015 including any Remedial Notice or penalty charge By signing the Terms of Business you accept full responsibility for ensuring that the property's contents complete with the regulations at clause and the required smoke and carbon monoxide detectors are installed in accordance with the regulations

9. Property Inspections

We will carry out 4 monthly periodic inspection of your property at the conclusion of a visit we will submit a written report to you with comments regarding any recommendation for action required. These visits should not be relied upon to pick up any structural defects and they do not include lofts, cellars or locked rooms. During the Tenancy Agreement we will investigate any faults reported to us at the Property and instruct suitable professional contractors to carry out necessary repairs.

We are able to provide a comprehensive service from the installation of new kitchen and bathroom to redecoration, soft furnishings and carpets.

We will make payment for all such invoices and deduct said amount from your next monthly rental. Should such funds not be immediately available we will look to you to provide funds to settle the invoices immediately on notification by us.

10. Payments



We will transfer all Rents received directly to your bank account. We must, of course, have cleared funds in our account and you must be entitled to the rent in accordance with the terms of the Tenancy Agreement. Changes to your bank details must be confirmed by you to us in writing

We will account to you regularly showing the rents received and transferred to you, payments made for our fees, and other disbursements made in respect of property managements issues and repairs, refurbishments and maintenance of the property, together with payments for any other services you authorise us to make on your behalf.

We will pay property related invoices and bills on your behalf and account to you on your statement. We are entitled to accept and pay invoices and bills on your behalf which appear to be correct. Client's money are held in "Client Account". No interest will be paid on money held within these accounts whether the account is interest bearing or not.

KINGS & CO LETTINGS

11. Non-Resident Landlords

In the event that the Landlord takes up residence outside the United Kingdom then, in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made unless a valid exemption certificate is obtained from the Inland Revenue and lodged with Kings & Co Lettings.

12. Arrears

Should the Tenant fall behind with the Rent we will automatically adopt our arrears procedure, keeping you updated at suitable intervals, if we become aware of any other significant breaches of the tenancy agreement you will be informed accordingly

If it becomes necessary to take legal action you will be responsible for instructing your own solicitor to attend Court on your behalf.

13. Check out

Where we manage the property our experienced member of staff will assist in settling any damages and endeavour to secure both you and the tenants express consent before we disburse the deposit monies

14. Deposit

For all Assured Shorthold tenancies, if we are instructed by you to hold the deposit, we will do so under the terms of a tenancy deposit protection scheme chosen by us and the Housing Act 2004 (as amended) If you decide to protect the deposit yourself or appoint another agent to do so we shall require before we release the deposit either;

a) Your DPS Custodial membership number and the exact name on the account or your DPS Insurance protection confirmation complete with all relevant and correct details once it is active or
b) valid TDS or mydeposits Deposit Protection Certificate complete with all relevant and correct details.

In all cases where you choose to protect the Deposit in your own deposit protection scheme it is your responsibility to ensure that the Deposit Protection legislation is complied with including service of the Prescribed information on the tenant or any interested parties at the commencement of the tenancy agreement and all other relevant period in accordance with the legislation.

We will not accept any liability of any loss suffered if you fail to comply with the deposit protection legislation, current good practice or Tenancy Deposit Protection Scheme Rues. Where we are instructed by you on a Tenant Only Service you as the Landlord will be responsible for re serving the Prescribed information on the Tenant or any interested parties at all relevant periods in accordance with the legislation. We will not accept any liability or responsibility for your failure to reserve the Prescribed information or compliance with the Housing Act 2004 (as amended)

Where the Deposit is held in your own preferred scheme you will be responsible for dealing with the scheme administrators for the release of the Deposit or any dispute

15. Right To Rent Checks

Right to rent is a mandatory requirement introduced in the Immigration Act 2014.

As the letting agent, we will carry out the necessary checks in order to establish a statutory excuse. **In order to establish a statutory excuse to a civil penalty, right to rent check on prospective tenants with a limited right to rent must undertake and recorded within the 28 days before the tenancy agreement is entered into.**

If you choose to use our Let Only service as landlord you shall be responsible for the on-going checks when the tenancy is renewed and at the end of the Visa. Failure to carry out suitable checks will carry a civil penalty of up to £3000 and Landlord and agents who repeatedly fail to conduct right to rent checks can be prosecutes under criminal law.

16. Tenant only

At the end of the Tenancy Agreement you will be responsible for agreeing with the Tenant any claims against the Deposit and, where the Deposit is held in your preferred scheme, dealing with the release or adjudication or any dispute relating to those funds.

The Property Ombudsman

17. Empty Property Inspections

Our fully managed service includes the supervision of empty properties. We will visit the property at fortnightly intervals to ensure that there is no obvious defects or irregularities. These visits should not be relied upon to pick up any structural defects as they consist of a walk through which excludes lofts, cellars and locked room inspections. We will only report back to you if there are any problems.

18. Service of Notice

If you require us to serve a Notice of Possession on the tenants we require at least 7 working days for any instructions to be acted upon.

If you instruct us to serve notice for any tenancies created after 1st October 2015 the Tenant must have been served with a copy of the Gas Safety Report, Energy Performance Certificate, Deposit Protection Certificate, Prescribed information and the How to Rent Guide at the relevant time otherwise any notice could be deemed invalid. If you and not us, deal with the arrangements or provision of these documents to the tenant in any way including but not limited to Tenant Introduction landlords who complete tenancy agreement and check in of the tenant, we do not accept any liability or responsibility for your failure to comply with the Assured Shorthold Tenancy Notices and Prescribed Requirement (England) Regulation 2015. In a case if the Tenant has raised a repair issues which remain unresolved or a response has not been given to the Tenant within 14 days regarding the repair, or the response is inadequate, or a complaint has been made to the local Housing authority you will be unable to serve notice.

We accept no liability or responsibility for any delay in obtaining possession notice, or if you prepare and serve your own notice. If you provide us with information that is later found to be incorrect, or you hold the Deposit in your own deposit protection scheme account we accept no responsibility for the validity of the notice served should the relevant statutory provision not be satisfied.

19. Complaints and Redress Scheme

Although we will always strive to offer you the highest level of service in accordance with the law and industry standards, we recognise that sometimes you may not be satisfied with the service we deliver to you. In the first instance we would encourage you to discuss any problems verbally and informally with your principal contact within the company. If this does not resolve your concerns then the Companies formal procedure can be invoked

We are members of the Property Ombudsman redress scheme www.tpos.co.uk

20. Notice Period

2 Months written notice must be given if for any reason either party wish to terminate the Terms of Business however our fees remain due and payable by you as follows:-

Full management service fees remain payable at the agreed percentage until the end of the notice to terminate the Terms of Business or until the tenants vacate the property whichever is sooner.

Should there be a legitimate and enforceable breach of the Terms of Business by us you may terminate the Terms of Business forthwith and no further fees will be payable.

We reserve the right to suspend or terminate the provision or our full management service immediately in the event that you the landlord breach any of the relevant housing legislation including but not limited to Furniture and Furnishing (Fire) (Safety) Regulations 1988 (as amended 1989 and 1993) The Gas Safety (Installation and Use) Regulations 1998 The Protection from Eviction Act 1977, The Housing Act 1988 The Housing Act 2004 (as amended) The Housing (Tenancy Deposit Prescribed Information) Order 2007, The Heat Network (metering and Billing) Regulations 2014 and the Smoke and Carbon Monoxide Alarm (England) regulation 2022,ElectricalSafety Standards in the Private Rented Sector (England) Regulations 2020.

21. General

Nothing in the Terms of Business shall exclude or limit our liability for death or personal injury caused by the negligent of us as agent

Our services will be provided using diligence and care. We cannot give any warranty or guarantee regarding the quality, fitness for purpose or otherwise of a Tenant or for the services provided by a third party and we cannot accept liability for any failure of their part.

We cannot accept liability for any loss or damage however caused (even if foreseeable)

Under the Data Protection Act 1998 you are entitled on payment of a fee which will be no greater than that set by statue to see a copy of the personal information held about you and to have it amended if it shown to be incorrect.

Each party acknowledges that in entering into the Terms of Business it does not rely on any statement representation or warrant made innocently or negligently by any person which is not included in the Terms of Business.

THE TENANT FEE ACT 2019

From 1st June 2019 tenants are no longer required to make any payment for fees.

Permitted payments as defined under the legislation only include the following:

1. The rent.
2. Refundable tenancy deposit – capped at no more than five week's rent where the annual rent is less than £50,000 or 6 weeks' where the total rent is £50,000 or above. As a Landlord should you be willing to accept a pet, it is no longer acceptable to take a pet deposit, however, an increase in rent is permissible, but this must be advertised at the commencement of marketing of the property. We recommend an absolute minimum increase of rent of £25 per month.
3. Refundable holding deposit – capped at no more than one week's rent.
4. Payments to change the tenancy – where requested by the tenant capped at £50 (or reasonable costs if higher).
5. Payments associated with early termination of the tenancy – where requested by the tenant. This must not exceed the financial loss that a landlord may suffer, or reasonable costs that have been incurred by the landlord's agent resulting from an agreement for the tenant to leave early.
6. Payments for utilities, communication services, TV licence and Council Tax.
7. Default fee for late payment of rent and replacement of lost key/security devices, where required, under a tenancy agreement – default fees can only apply when this has been written into the tenancy agreement and covers late payment of rent, a lost key or security device. The amount of default fee is limited to 3% over the Bank of England base rate for each date that the payment is outstanding and applies to rent which is more than 14 days overdue.

Any other fee or charge to a tenant would be classed as a prohibited payment.

DUE DILIGENCE

In the event of a tenant complaint or an incident the defence of "due diligence" may be accepted where it can be shown that the landlord or agent took all reasonable steps to avoid committing an offence - you will need documentary evidence of this.

Commencement of Services

In signing the Term of Business you are confirming:-

I/We confirm that we wish the provision of the services under the Terms of Business to commence immediately.

I/We understand that if we subsequently exercise our right to terminate the Terms of Business within the cancellation period we will be required to pay for Tenant Introduction Service supplied prior to cancellation.

Agree that Kings & Co Lettings can market the Property until the commencement of the Tenancy Agreement, and manage the Property through that tenancy, and continue to market the Property and manage your possible successive tenancies, until such time as you instruct us in writing that you wish to terminate the Terms of Business under clause 19

That you are the sole or joint owners of the property registered at the Land Registry and have the legal right to let the property under the terms of any mortgage or head lease

In the case of joint ownership that all owners as they appear on the title of the property will be named on the tenancy agreement and that if signing on their behalf this will be by way of Power of Attorney created by a Solicitor. That your insurance company has consented to extend cover on the property and its contents for the duration of any tenancy agreement, such cover to include third party and occupiers liability.

Where the property is subject to a mortgage, the permission of the Lender will normally be required. It is the duty of the Landlord to seek such permission, and Kings & Co Lettings cannot be held liable for any resultant outcome of failure of the Landlord to seek said permission.

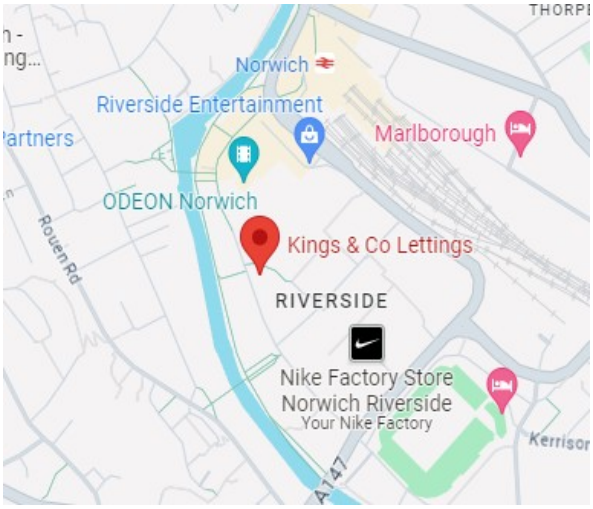
I/We confirm that we have carefully read though the Brochure (pages 1-12) alongside the Terms or business (Pages 13- 17) as outlined by Kings & Co Lettings dated March 2024.

SIGNED.....DATED.....

SIGNED.....DATED.....

AGENT.....DATED.....

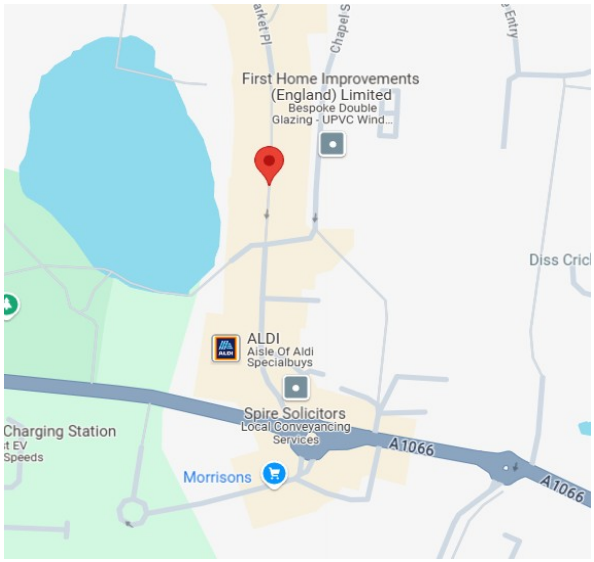
Our Office Locations



Find us at Riverside

47 Wherry Road
Norwich
Norfolk
NR1 1WS

Convenient parking located at Riverside Shopping development.



Find us at Diss

44 Mere Street,
Diss,
IP22 4AG

Kings & Co Lettings is the trading name of Wiremanor Ltd. Registered address 17-19 St Georges St, Norwich NR3 1AB
Registered in England & Wales 7028965. VAT No. 186 2368 80