

[Terms & Conditions](#)

**Pat Robson** 

Residential  
Lettings



Our service to landlords

## Scale of Commission Fees:

The agreement below sets out in detail the Pat Robson & Co scale of fees and commissions. Please read carefully as both fees and commissions are stated in various places throughout the entire document:

### Lettings Service Only

- Lettings Service Commission = 100% of 1st month's rent + VAT (120% of 1st month's rent inc. VAT)

### Lettings and Management Service

- Initial Setup Fee/ 1st Lettings Service Commission = 75% of 1st month's rent + VAT (90% of 1st month's rent inc. VAT)
- Subsequent Lettings Service Commission (including for renewals) = 75% of 1st month's rent + VAT (90% of 1st month's rent inc. VAT)
- Management Fees = 14% of rent due + VAT (16.8% of rent due inc. VAT) (for landlords with 1 or 2 properties) or = 12% of rent due + VAT (14.4% of rent due inc. VAT) (for landlords with 3 properties or more) (All Pat Robson & Co. fees are subject to VAT charges)

Under these terms and conditions you will be liable to pay the Pat Robson & Co. commissions fees set out.

For managed properties the initial setup/1st lettings service commission is 75% + VAT (90% inc. VAT) of the 1st month's rent. If the initial fixed term ends and the original tenant(s) carryout a renewal then a further lettings service commission of 75% + VAT (90% inc. VAT) of a month's rent is charged by Pat Robson & Co. If the same tenant(s) remain in continuous occupation then these charges are only applicable for two further lettings service commissions after the expiry of the initial fixed term. After this no further lettings service commissions are applicable for the original set of tenants or tenant. Management service fees are obviously still applicable for their entire period of occupation. For a set of tenants to be deemed as the original set then only 1 tenant from the initial fixed term period has to be present in continuous occupation. For managed properties every set of tenants or tenant found after the first set will be subject to a lettings service commission of 75% + VAT (90% inc. VAT) of 1 month's rent and then the further lettings service commissions set out above for tenancy renewals

## Examples of Fees:

### Lettings service only

If Pat Robson & Co provided tenants on a lettings service only basis for a 12 month tenancy at a monthly rent of £1000 per month then the total fees due to Pat Robson & Co from the landlord would be as follows:

Lettings service commission due = £1000 + VAT (£1200 inc. VAT)

### Lettings and Management Service

If Pat Robson & Co provided tenants on a lettings and management service basis for a 12 month tenancy at a monthly rent of £1000 per month, to a landlord with only 1 property managed by Pat Robson & Co, then the fees due would be as follows:

Initial setup/1st lettings service commission due = £750 + VAT (£900 inc. VAT)

Monthly management fee = £140 + VAT (£168 inc. VAT)

If the same tenants then renewed then the fees due would be as follows:

Further lettings commission due = £750 + VAT (£900 inc. VAT)

Continuing monthly management fee = £140 + VAT (£168 inc. VAT)

If the same tenants then continued for a period of over what was the original fixed term plus 2 more renewals, then no further lettings service fees would be due for the rest of their time in occupation.

The only fees then due would be as follows:

Continuing monthly management fee = £140 + VAT (£168 inc. VAT)

OR

If the original tenant(s) moved out and a second set of tenants were found and they paid £1000 per month then the fees due would be as follows:

Subsequent lettings service commission due = £750 + VAT (£900 inc. VAT)

Monthly management fee = £140 + VAT (£168 inc. VAT)

## 1.0 Lettings Service

### 1.1 Lettings Service Only Commission

1.1.1 In the event that Pat Robson & Co introduces a tenant who enters into an agreement to rent the landlord's property fees become due and payable to Pat Robson & Co.

1.1.2 The Lettings Service Only Commission fee is payable on the commencement of the tenancy

1.1.3 The Lettings Service Only Commission fee is charged as a percentage of the 1st month's rent.

The scale of fees is set out at the start of these terms and conditions

1.1.4 The Lettings Service Only Commission Fee percentage remains constant every time the property is re-let for the landlord and is charged as a percentage of the 1st month's rent. The scale of fees is set out at the start of these terms and conditions

1.1.5 The Lettings Service Only Commission fee is payable for any tenant introduced to the property by Pat Robson & Co, whether or not the tenancy is finalised by Pat Robson & Co or not

### 1.2 Lettings Service Commission for Managed Properties

1.2.1 The Initial Setup/ 1st Lettings Service Commission fee for managed properties is charged as a percentage of the 1st month's rent. The scale of fees is set out at the start of these terms and conditions

1.2.2 The Subsequent Lettings Service Commission fees, charged for renewals for managed properties, are also charged as a percentage of a month's rent. The scale of fees is set out at the start of these terms and conditions

1.2.3 The Subsequent Lettings Service Commission fees, charged for any new lets after the 1st Lettings Service is charged as a percentage of a month's rent. The scale of fees is set out at the start of these terms and conditions

1.2.4 The Lettings Service Commission

fees are payable for any tenant introduced to the property by Pat Robson & Co, whether or not the tenancy is finalised by Pat Robson & Co or not

1.2.5 For managed properties Pat Robson & Co will endeavour to contact the tenant before the end of the initial agreement to negotiate an extension of the tenancy, if so required

1.2.6 For managed properties in the event that the tenant renews, extends and/ or enters into a new agreement for which rental income is received, commission becomes payable to Pat Robson & Co. ("Subsequent Lettings Service Commission"), subject to the cap set out in clause 1.2.7

1.2.7 You will not be liable for Subsequent Lettings Service Commissions relating to any period beyond the end of the second renewal term after the initial fixed agreement

1.2.8 The Subsequent Lettings Service Commission fee is due and payable on the commencement of each of the two renewals after the initial fixed term

1.2.9 Where a renewal is for an agreed term, the Subsequent Lettings Service Commission fee is charged as a percentage of a month's rent

1.2.10 The Subsequent Lettings Service Commission fee is due for all completely new lettings after the 1st Lettings service and is charged as a percentage of the 1st month's rent. The scale of fees is set out at the start of these terms and conditions

1.2.11 Subsequent Lettings Service Commission is due in respects of renewals where the original tenant remains in occupation. Where there is more than one tenant this commission will be payable in full where any or all of them remain in occupation

1.2.12 Subsequent Lettings Service Commission will be due whether or not the renewal, extension or new agreement with the tenant is negotiated by Pat Robson & Co or not

1.2.13 Liability for Subsequent Lettings Service Commission will come to an end once the property has been sold

### 1.3 Payment of Lettings Service Commission Fees

1.3.1 Where Pat Robson & Co collects the rent, we will deduct the commission fee as follows:

- We will deduct the Lettings Service Only Commission fee from the first rental payment
- We will deduct the 1st Lettings Service Commission fee from the first rental payment of the initial tenancy agreement
- We will deduct the Subsequent Lettings Service Commission fees from the first rental payment of any renewal, extension or new agreement. If the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s)

1.3.2 Where Pat Robson & Co does not collect the rent or the initial rental payment collected does not cover the lettings service commission then any balance owed will be payable on the commencement of the relevant tenancy

## 1.4 Tenancy Agreement

1.4.1 Pat Robson & Co will produce a tenancy agreement free of any further charges to the landlord other than those charged for the Lettings Service

## 1.5 Collection of Rent

1.5.1 Pat Robson & Co will collect rent in accordance with the terms of the tenancy agreement

1.5.2 The landlord may direct Pat Robson & Co to stop collecting rent by giving one month's written notice

1.5.3 Where Pat Robson & Co collects rent, if the rent has not been paid seven days after it became due, we will endeavour to notify the landlord at the earliest opportunity (usually within 14 days of the payment due date) and we will attempt to obtain payment from the tenant by means of a series of written notices and telephone calls

## 1.6 Transfer of Money to the Landlord

1.6.1 Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within 5 working days. In some cases it may take longer and we cannot guarantee payment within 5 working days and therefore are not responsible for any bank charges that you incur as a result of delays in payment

1.6.2 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service.

Where we are required to make payments by alternative methods (Telegraphic transfer, CHAPS or by cheque) we will pass on any costs incurred in doing this to you.

## 1.7 References

1.7.1 Pat Robson & Co will endeavour to gain references on prospective tenants

## 1.8 Agency

1.8.1 By instructing Pat Robson & Co as your agent, you authorise Pat Robson & Co to sign any of the necessary documentation relating to a letting on your behalf. This means we will sign and exchange contracts on your behalf.

## 1.9 Electronic Documentation

1.9.1 Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically

## 1.10 Inventory and Check In

1.10.1 For managed properties and where instructed, Pat Robson & Co will draw up an inventory of your property's fixtures, fittings and contents. This inventory will be worked through and updated during each check-in.

1.10.2 If instructed to produce an inventory or carry out a check-in for a non-managed property, landlords will be charged in accordance with Pat Robson & Co scale of fees for this service at the time

## 1.11 Check-Out

1.11.1 For managed properties and where instructed Pat Robson & Co will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy. If instructed to carry out a check-out for a non-managed property, landlords will be charged in

accordance with Pat Robson scale of fees for this service at the time

## 1.12 Deposit

1.12.1 The deposit will be held in accordance with the terms of the tenancy agreement

1.12.2 Under the terms of our Assured Shorthold Tenancy Agreement, the deposit held by Pat Robson & Co in accordance with the Housing Act 2004 and the provisions of the government approved deposit scheme being used by Pat Robson & Co at the time. Pat Robson & Co will endeavour to adhere to the rules of the relevant scheme being used with regards to the deposit taken for your property

1.12.3 For all non Assured Shorthold Tenancies, Pat Robson & Co will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. Pat Robson & Co excludes liability in relation to loss caused by the insolvency of a financial institution which holds the deposit in its contracts with landlords and tenants

1.12.4 Any interest earned on the deposit will be retained by Pat Robson & Co

## 1.13 The Gas Safety (Installation & Use) Regulations 1998

1.13.1 Under the above regulations, it is the landlords responsibility to ensure that all gas appliances and the fixed installations are maintained in good order and checked for safety at least every 12 months by a Gas Safe Engineer

1.13.2 For Lettings Service Only properties If Pat Robson & Co is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The costs incurred, together with Pat Robson & Co administration charge of £50+VAT (£60 inc. VAT), will be debited from the landlord's account

1.13.3 For managed properties newly taken on without a valid cert. in place, Pat Robson & Co can arrange the relevant test to be done and a cert to be produced by a Gas Safe Engineer. The costs of this and an administration charge of £50+VAT (£60 inc. VAT) will be passed on to the landlord. Whilst the property continues to be managed the renewal of the certificate will be organised approximately every 12 months and costs will be passed on to the landlord.

## 1.14 The Electrical Equipment (Safety) Regulations 1994

1.14.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer

1.14.2 For managed properties we will arrange for a Portable Appliance Test to be carried out every 12 months and a 5 year Periodic Electrical Safety Certificate, unless you instruct specifically that you don't want this to be carried out. The costs will be debited from your landlord's account

1.14.3 By law Licensed Houses in

Multiple Occupation (HMOs) require a periodic Electrical Safety Certificate. For Lettings Service Only properties landlord's warrant that there is a valid certificate in place before any agreement negotiated by Pat Robson & Co is due to start. For managed properties newly taken on without a valid cert. in place, Pat Robson & Co can arrange the relevant test to be done and a cert to be produced by a qualified electrician. The costs of this and an administration charge of £50+VAT (£60 inc. VAT) will be passed on to the landlord. Whilst the property continues to be managed the renewal of the certificate will be organised at the relevant periods that have been indicated on the most recent cert. and costs will be passed on to the landlord

## 1.15 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993

1.15.1 The landlord warrants that they are fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations and they declare that all of the furniture presently in the property or to be included in the property to which this agreement applies, complies in all respects with the Regulations

1.15.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any renewals

## 1.16 Energy Performance Certificate

1.16.1 All buildings in the private rented sector require a valid EPC with a minimum band E rating. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Pat Robson & Co can organise an EPC from an approved supplier and the costs plus an administration charge of £50 (£60 inc. VAT) will be charged to the landlord's account

## 1.17 Indemnity

1.17.1 The landlord undertakes to keep Pat Robson & Co fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations

1.17.2 The landlord agrees to indemnify Pat Robson & Co as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties

## 1.18 Landlords Resident outside the UK

1.18.1 The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-residents. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be a non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months

1.18.2 You can apply to HMRC for approval to receive rents without tax

being deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return

1.18.3 Where a non-resident landlord does not have approval from HMRC, we charge **£100 + VAT (£120 inc. VAT)** for submitting quarterly returns and an annual return. No interest is paid to landlords on tax retentions held by Pat Robson & Co

1.18.4 Pat Robson & Co must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is a non-resident and we will operate the provisions of the scheme. Pat Robson & Co will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Pat Robson & Co registered head office address

1.18.5 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC

1.18.6 Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy

### **1.19 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015**

1.19.1 Under the above regulations it is the landlord's responsibility that rented properties have the following:

(i) a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation

(ii) a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance

(iii) checks are made by or on behalf of the landlord to ensure that each prescribed alarm is in proper working order on the day the tenancy begins if it is a new tenancy

1.19.2 For Lettings Service Only properties the landlord warrants that any smoke or carbon monoxide alarms present in the property will have been or will be checked to be in working order on the day the tenancy begins.

1.19.3 For managed properties newly taken on without smoke or carbon monoxide alarms in place, Pat Robson & Co can arrange the relevant installations to be carried out. The costs of this and an administration charge of **£50 + VAT (£60 inc. VAT)** will be charged to the landlord's account

### **1.20 Risk Assessments for Legionella Bacteria**

1.20.1 Under Health and Safety Executive guidance landlords who provide residential accommodation have a legal duty to ensure that the risk of exposure of tenants to legionella is properly assessed and controlled.

1.20.2 For Lettings Service Only properties the landlord warrants that a risk assessment for Legionella bacteria has been carried out and any recommendations from the risk assessment have been carried out therefore minimising the risk of exposure to tenants

1.20.3 For managed properties the landlord is legally responsible for carrying out a risk assessment for Legionella bacteria and Legionnaire's disease before letting the property and for maintaining control measures to minimise the risk in water systems while the property is let. Pat Robson & Co. will not be responsible for carrying out these assessments or maintaining control measures but can arrange, on instruction by the landlord, a risk assessment by a competent person.

#### **1.21 Right to Rent**

1.21.1 The landlord is legally responsible for ensuring that all adult occupants of the property have valid leave to remain in the UK, and thus the 'Right to Rent' a property in England. The landlord must satisfy himself of all occupant(s) Right to Rent i) before the commencement of the tenancy ii) upon any renewal and iii) before expiry of the relevant occupant(s) leave to remain in the UK

1.21.2 The landlord must maintain a record of all documents and relevant expiry dates, and ensure that occupant(s) without valid leave to remain in the UK are reported to the Home Office as soon as reasonably practical. The landlord must update Pat Robson & Co. as to any Home Office reports

1.21.3 When carrying out the letting of a property or the renewal of a current tenancy on behalf of a landlord Pat Robson & Co. will endeavour to identify any prospective tenant(s) or tenant(s) that do not have valid leave to remain in the UK, but cannot be held ultimately responsible should a tenant of this nature be found to be living without valid leave to remain in the UK. Any tenants that have been found by Pat Robson & Co not to have a Right to Rent in the UK or their Right to Rent has expired will be reported to the Home Office as soon as reasonably practical.

1.21.4 Where the occupant(s) of a property cannot demonstrate a valid Right to Rent the landlord will be responsible for any legal steps or processes to repossess the property. Also Pat Robson & Co &/ or the landlord shall each maintain a record of all Right to Rent documents and relevant enquiry dates.

## **2.0 Management Service**

### **2.1 Management Service**

2.1.1 The Management Service includes all the provision and terms of the Lettings Service in addition to those set out below

2.1.2 Our fee for the Management Service is taken as a percentage of the rent due and in line with the scale of fees that is set out at the start of this agreement

2.1.3 The management fee is taken monthly in advance. The minimum period of our appointment to manage a property is 12 months

2.1.4 The management agreement can be terminated after this minimum period of 12 months by either party giving 4 months written notice to the other, such notice not to expire before the end of the first 12 months

2.1.5 Whilst the property is under the management of Pat Robson & Co we reserve the right to sole agency when looking for tenants unless it is expressly agreed that the lettings service of another agent can be used to find tenants

2.1.6 Should a landlord be found to have not met their legal obligations as a landlord, for example with legally required safety certificates, or are refusing to meet their legal obligations as a landlord, for example with a Local Authority Repair Notice, then Pat Robson & Co reserve the right to terminate this contract and the management of the property, in question, with immediate effect.

### **2.2 Transfer of Utilities**

2.2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, Pat Robson & Co will notify existing service providers and the local authority of the tenant liability (if appropriate) for payment of the service and council tax during the tenancy

2.2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is open in their name.

Pat Robson & Co cannot be held liable if services are disconnected or are not transferred by the utility companies

2.2.3 At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts. We will pay bills received from monies held on the landlord's behalf until the property is re-let. Pat Robson & Co cannot be held liable should the service companies cut off the services for whatever reason

2.2.4 Pat Robson & Co also works with Utilities Management Companies to provide Bills Included Packages for tenants. The landlord consents that Pat Robson & Co may market and rent the property with a Bills Included Package included or attached to the tenancy where the advertised rent amount may include the basic monthly rental amount and the additional cost of the specific Bills Included Package. Bills Included Packages may vary to include basic utilities such as Water, Gas and Electricity or these utilities and further services such TV Licenses, Broadband Internet and TV packages or various combinations of these utilities and services. If a property is rented with a Bills Included Package included or attached to the tenancy it will remain the responsibility of the tenant to pay for these and Pat Robson & Co, along with the Utilities Management Company to administer these utilities and charges to the tenant(s). Where a tenant(s) opt to rent a property with a Bills Included Package the landlord agrees that they will only be due the basic rent amount each month minus their agreed Pat Robson & Co management fee + VAT and that any additional amounts paid on top of the basic rent for a Bills Included Package will be due to the Utilities Management Company Pat Robson & Co and the utility and service providers. Pat Robson & Co earns commission, that may vary, from the Utilities Management Company in regard to these Bills Included Packages.

### **2.3 Short Lets**

2.3.1 For lets under 3 months, unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenants responsibility to pay for any telecommunication services

## 2.4 Key-Holding Service

2.4.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers and contractors or any other party authorised by you or party that we feel it is necessary to use them to carry out proper management of the property

## 2.5 Repair and Maintenance

2.5.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents

2.5.2 We will contact you for permission to proceed if the cost of the work is estimated to exceed £200 (or another amount that has been agreed by both parties in writing). However, please note the actual and final costs of work can often exceed the estimated costs of that work, so we therefore cannot guarantee that all works totaling over £200 (or the other agreed amount) will be notified to you.

2.5.3 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interest without consultation

2.5.4 If the cost of any work exceeds £1000 Pat Robson & Co reserve the right to charge an administration charge of 10% + VAT (12% inc. VAT) of the total invoice amount

## 2.6 Payment of Outgoings

2.6.1 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier or contractor so that they can apply to you for payment

2.6.2 Where instructed by the landlord and where we hold sufficient funds, Pat Robson & Co will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received by the Property Management departments at Pat Robson & Co. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order

## 2.7 Management Inspections

2.7.1 For properties with student occupants we will undertake quarterly property visits each year.

2.7.2 For properties with professional tenants we will undertake one inspection of the property approximately every six months

2.7.3 It must be understood that this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defect.

2.7.4 For any additional visits or inspections above the standard number of times above we will charge a fee of £75 + VAT (£90 inc. VAT) for for the inspection

## 2.8 Check-Out and Deposit

2.8.1 We will perform a check-out after the termination of each tenancy and compare the original inventory and condition of the property from before the tenant(s) took up occupation to how the property has been left after they have

vacated. Allowing for fair wear and tear we will calculate any dilapidation charges and rent arrears on your behalf and propose these to the tenant. Should the tenant choose to agree these charges (if any) then monies will be reclaimed from the relevant deposit scheme in line with their standard procedure. Should the tenant(s) dispute the charges then we will submit evidence on your behalf to the relevant deposit scheme arbitration/ adjudication service and await their final decision on any claims made. Please note that we cannot be liable for any monies not recovered from the tenant from claims made. Also please note that we will always look to use the arbitration/adjudication service provided by the scheme where the deposit is registered taking their decision as final. However the tenant does not have to agree to use these services and if this is the case then it may be necessary for you to go through the courts in order to retrieve any monies for things such as dilapidations. If this happens then we can provide you with the necessary information to pursue the tenant but will not administer the court proceedings for you

## 2.9 Management while the property is vacant

2.9.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss &/ or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Pat Robson & Co must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact their insurer should the property be empty for longer than 30 days

## 2.10 Purchase of Items for the Property

2.10.1 Pat Robson & Co has access to a number of suppliers and can also itself source and deliver common household items to the property. Costs incurred will obviously be passed on to the landlord

## 2.11 Dealing with Third Parties

2.11.1 Pat Robson & Co will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees. Please note administration charges may apply for dealing with third parties

## 2.12 Insurance

2.12.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Service and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims

2.12.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction. However, administration charges of 10% + VAT (12% inc. VAT) of the invoice totals may be made for arranging the repairs if they are over £500.

2.12.3 If no express agreement is made that Pat Robson & Co are responsible

for the property under the terms of the Block Insurance Policy arranged in the Pat Robson & Co name then the landlord shall be solely responsible for the property being adequately insured and that the insurance policy covers the situation where the property is rented out.

2.12.4 If it is agreed that Pat Robson & Co are responsible for the property insurance under the terms of the Block Insurance Policy arranged in the Pat Robson & Co name, your interest will be noted on the Policy and a Schedule of cover provided. Pat Robson & Co will be responsible for the administration of any claims arising during the period of management. Pat Robson & Co are not however responsible for making sure rebuild values and insured amounts are correct and updated in line with market values.

## 3.0 General Notices

### 3.1 Permissions and Consents

3.1.1 The landlord warrants that consent to let from his/ her mortgagee has been obtained, and

3.1.2 Where he/ she is a lessee, the lease extends beyond the term that he/ she proposes to let and that any necessary consents have been obtained, and

3.1.3 He/ she has notified his/ her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstance. Or a specific landlords insurance policy has been taken out, and

3.1.4 Where he/ she is a joint owner, he/ she has ensured that all the owners are named in the tenancy agreement and that he/ she is authorised to give instructions on their behalf

### 3.15 Notice of the Right to Cancel

3.15.1 You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was agreed. Notice of Cancellation must be in writing and should be delivered or sent by post to Pat Robson & Co. Ltd, 20 Osborne Road, Jesmond, Newcastle upon Tyne, NE2 2AD or by email to jesmond@patrobson.com. Any notice of cancellation is deemed served on the day that it is delivered, posted or sent.

3.15.2 If you have given us your agreement to market your property and then cancelled this contract within the 14 day cancellation period and within the cancellation period we have introduced a tenant to your property you will be required to pay our commission fees

### 3.2 Connected Persons

3.2.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employment or any connected person(s) and yourself (ves). If you are or become aware of such an interest you should notify Pat Robson & Co immediately

### 3.3 Commission, Interest and Fees to Other Parties

3.3.1 Any commission, interest or other income earned by Pat Robson & Co while carrying out our duties as an agent for the letting and/ or management of the property, for example by referrals to solicitors, EPC providers, contractors or inventory clerks, will be retained by Pat Robson & Co. Pat Robson & Co uses an approved contractors list whereby we source trusted competitive contractors and benefit from reduced contractor charges and rates. Pat Robson & Co earns **12.5% + VAT (15% inc. VAT)** commission of the total of each invoice from contractors instructed to carryout maintenance and refurbishment work in the course of our duty as an agent

3.3.2 Pat Robson & Co does not charge tenants any fees that are not permitted within the Tenant Fees Bill

### 3.4 Outstanding fees

3.4.1 The landlord agrees that, where any of Pat Robson & Co fees and/ or commission charges remain outstanding for more than seven days, Pat Robson & Co may use sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Pat Robson & Co is instructed

### 3.5 Interest

3.5.1 Pat Robson & Co fees are payable on demand, as and when they fall due. Pat Robson reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate

### 3.6 VAT

3.6.1 All Pat Robson & Co's commission fees and any other charges are subject to VAT at the prevailing rate

### 3.7 Keys

3.7.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. The costs for this will be charged to your landlord's account

3.7.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required

3.7.3 Pat Robson & Co secure key tag system negates the chances of third parties identifying which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Pat Robson & Co's liability in respect of such keys and / or any locks is strictly limited to the cost of cutting a new set of keys

### 3.8 Newspapers/ Magazines/ Publications/ Internet Portals

3.8.1 Most properties marketed by ourselves are included in/ on all of the platforms that we use to advertise properties. We do however reserve the right not to produce details of or include any property on the various advertising platforms that we are using at the time

### 3.9 Legal Proceedings

3.9.1 Pat Robson & Co is not responsible for

any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be special arrangement and the fee for any such attendance will be **£300 + VAT (£360 inc. VAT)** per day, or part thereof. Pat Robson & Co will not accept service of legal proceedings on the landlord's behalf

### 3.10 Disclaimer

3.10.1 Pat Robson & Co will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events

### 3.11 Jurisdiction

3.11.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement

### 3.12 Data Protection and Privacy Policy

3.12.1 Pat Robson & Co. complies with all applicable data protection and privacy laws in dealing with your personal data. Please refer to our Privacy Policy and Cookie Policy for full details of how we acquire and use your personal data and how you can opt out of certain activities. You can find this at [www.patrobson.com/about-us/cookies-privacy](http://www.patrobson.com/about-us/cookies-privacy). Please be aware that in the provision of our services, we may instruct third party organisation to process personal data on our behalf and/ or share personal data with law enforcement agencies.

### 3.13 Amendments

3.13.1 Pat Robson & Co may change or add to the terms of this agreement for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you

### 3.14 Entire Agreement and Variations

3.14.1 Pat Robson & Co intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Pat Robson & Co and the landlord are each expected to do. If you want to make changes to this agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.

## 4.0 Complaints Procedure

### 4.1 Complaints Procedure

4.1.1 Should you have any problems with Pat Robson & Co's service which you are unable to resolve with the Negotiator involved or the branch/ department Manager, you should write to one of the Directors of the company. This complaint will be acknowledged within 14 days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within a further 14 days. If you remain dissatisfied then you are entitled to refer the matter to The Property Ombudsman (TPO) within six months for a review. For the avoidance of doubt the TPO will only review complaints made by consumers

## Declaration

I/ we declare that I am/ we are the sole/ joint owner(s) of the Freehold/ Leasehold property as stated above and that prior to commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows, and cushions (if any) supplies to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was agreed and confirm I wish Pat Robson & Co to commence marketing the property immediately.

You should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only accept this agreement if you wish to be bound by all of the terms and conditions it contains. If you do not accept this agreement you must notify Pat Robson & Co. Ltd otherwise you will be bound by all of the terms and conditions it contains. If we receive no notification of non-acceptance it will be deemed that you have accepted them and will be bound to all terms and conditions contained in the agreement.

Signed:

Date:

Signed:

Date:

We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the sale of your property to The Property Ombudsman, if you or the applicant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

**Pat Robson & Co. Ltd registered office: Pat Robson & Co. Ltd, 20 Osborne Road, Jesmond, Newcastle upon Tyne, NE2 2AD. Registration No: 03532193**

