

Introduction

Kings & Co is an independent local letting agency formed in 2002. As Landlords ourselves we understand that providing excellence 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

Phone 01603 666689

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	Sally.white@kingsandco.com	Director / Accounts
	Bonnie.younger@kingsandco.com	Property Manager
	Clare.thompson@kingsandco.com	Property Manager

Website www.kingsandco.com

Post : 41 King Street
Norwich
Norfolk
NR1 1PH

Office

Hours 9am – 5.30pm Monday – Wednesday
9am – 5.15pm Thursday & Friday
Saturday by appointment

Marketing

At Kings & Co we understand that more and more tenants are using online media to search for properties and also use this method as a point of initial contact to arrange viewings. Therefore it is vital that your property is seen by as many prospective tenants as possible, your property will be seen on the following websites:-

Rightmove.co.uk

Primelocation.com

Finderproperty.com

Zoopla.co.uk

Globrix.co.uk

Homes24.co.uk

UpMyStreet.co.uk

Propertyfinder.com

Ukpropertyshop.co.uk

And last but not least our own website kingsandco.com

Our Services

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

Full Management

- Initial appraisal of your property and discussion of the likely achievable rent and to advise about the current rental market
- Marketing your property to attract suitable tenants by way of internet marketing, window display, property list, mailing list, our website, and local paper advertising
- Displaying a To-Let board if required
- Accompanied viewings
- Vetting of applicants, obtaining references via a credit reference agency, preparation of tenancy agreement and corresponding Notices to comply with current legislation
- Preparation of inventory and condition report prior to the commencement of each tenancy (additional cost)
- Collection of first months rent and damage deposit from the tenant
- Rental payment monitoring, monthly payment made to landlord on cleared funds followed by a statement of account
- Undertake periodic inspections and provide landlord with written report
- Co-ordinating and supervising repairs, subject to previously agreed expenditure limit
- Final inspection and arrangement of any minor maintenance required before re-letting
- Arranging the damage deposit to be protected and dealing with the refund of the tenant's damage deposit (additional cost)

Tenant Only Service

We provide the same aspects of our full management service until the time the tenancy agreement is signed, and then the landlord undertakes their own management (with the exception of protecting the damage deposit)

- Initial appraisal of your property and discussion of the likely achievable rent and to advise about the current rental market
- Marketing your property to attract suitable tenants by way of internet marketing, window display, property list, mailing list, our website, and local paper advertising
- Displaying a To-Let board if required
- Accompanied viewings
- Vetting of applicants, obtaining references via a credit reference agency, preparation of tenancy agreement and corresponding Notices to comply with current legislation
- Preparation of inventory and condition report (optional service)
- Collection of first months rent and damage deposit from the tenant, which is then passed to you. (however should you wish we can protect the deposit on your behalf at an additional cost)

PREPARING YOUR PROPERTY - REGULATIONS

As a Landlord you are legally responsible for ensuring the property and its contents are let in a tenable 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

Unlike the gas regulations it is not mandatory to have electrical equipment checked each year. Failure to ensure that the electrical equipment and appliances are safe however, **IS** a criminal offence. In the event of an electrical accident, injury or death of a Tenant it is up to you as a Landlord to prove the installations and appliances were in a safe condition. Without proof of an Electrical Safety Certificate you could be liable for prosecution under the Consumer Protection Act (1987)

There are two main Acts of Parliament that impose a statutory duty on landlords with respect to the safety of electrical equipment:

1. The Consumer Protection Act 1987
2. The Health and Safety at Work etc. Act 1974

The Consumer Protection Act affects all persons who let property in the course of their business because it defines them as "suppliers", i.e. they are supplying goods to the tenant. There are several items of secondary legislation under the umbrella of the Consumer protection Act which are directly relevant to the supply of electrical goods, including:

1. The Low Voltage Electrical Equipment Regulations 1989
2. The Electrical Equipment (Safety) Regulations 1994
3. The General Product Safety Regulations 1994
4. The Plugs and Sockets etc. (Safety) Regulations 1994

In essence, these regulations impose a duty on landlords to ensure that all electrical equipment supplied by them is safe for use by the tenant. The Consumer Protection Act provides a defence of 'due diligence', i.e. a landlord can defend a contravention of the Act if he can demonstrate that he took reasonable steps to avoid committing the offence. We strongly recommend that an Electrical Safety Certificate is carried out, again we can arrange this for you.

As of January 2005 any Electrical contractor must comply with *Part P of the new Building Regulations* for fixed electrical installations (only) of dwellings, and provide certifications to prove the above. Minor repairs and replacements must fall within this category of *non-notifiable work* as stated in *Approved Document P*.

Those who comply with Part P requirements can only carry out certain repairs. All minor repairs must comply with *BS7671* and in any case all electrical work must be certified by the installer with the issue of appropriate IEE *certificate*, a copy of which must be provided to us.

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.

Product ranges covered:-

These include any of the following which contain upholstery:

- furniture intended for private use in a dwelling, including children's furniture
- beds, head-boards of beds, mattresses (of any size)
- sofa-beds, futons and other convertibles
- nursery furniture
- garden furniture which is suitable for use in a dwelling
- scatter cushions and seat pads
- pillows
- loose and stretch covers for furniture

The Regulations do **not** apply to:

- sleeping bags
- bed-clothes (including duvets)
- loose covers for mattresses

- pillowcases
- curtains
- carpets

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 that they comply. Items cannot be sold or given to tenants.

Failure to abide by these regulations could result in prosecution.

Smoke Alarms

There are no current laws requiring Landlord's to put smoke detectors in rental accommodation. However we strongly recommend that these are installed in all properties.

Energy Performance Certificate

All new lettings after the 1st October 2008 will require an Energy Performance Certificate. This is a legal requirement and must be available to all prospective tenants should they wish to view your property or just see further written details.

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

If you are a Landlord in England and Wales and who lets residential property on an Assured Shorthold 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* are a member of The Deposit Protection Service and will on behalf of the landlord protect the deposit within the scheme (Full Management only at an additional cost of £20).

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 9as 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 14 days

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.

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* 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 will be the Landlords responsibility.

A Guide in Preparing to Let

- Contact *Kings & Co* 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 10) 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.

Full Management

Initial Set up Charge	£150
Management charge	10% of monthly rental
Damage Deposit Protection	£20
EPC	£65
Inventory and condition report	see below
Subsequent new tenancies	£125
Update of inventory	£35
Renewal of agreement if required	£20

Tenant Only Service

75% of one months rent subject to a minimum fee of	£375
EPC if required	£65.00
Inventory and condition report	see below

Inventory/Condition Report Preparation

Prices will vary according to the size of the property but are typically

Unfurnished	£65
Furnished	£85
Update of Inventory between tenancies	£35

Other Services

Periodic inspection on non managed property	
In Norwich	£35.00
Norwich Suburbs	£45.00
Tenancy Agreement fee	£75.00

TERMS AND CONDITIONS OF BUSINESS

FEES AND COMMISSIONS: Fees are due and payable immediately when a Tenant has entered into a tenancy agreement with the Landlord it is agreed that Kings & Co will deduct such fees and commission due from the rent monies collected. In the event of a local authority demanding repayment or part repayment of housing benefit from Kings & Co and the housing benefit has been passed to the Landlord, then Kings & Co will require repayment of this money on demand.

1. **INSURANCE:** The Landlord is hereby advised to ensure that there is insurance cover in force in respect of buildings and contents (if applicable) and that the insurer is aware that the property is available for letting. Please also notify date of occupancy. In addition if the Tenant is claiming housing benefit the insurer must be aware of this fact.
2. **RESIDENCE/DOMICILE:** 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.
3. **MORTGAGE:** 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 cannot be held liable for any resultant outcome of failure of the Landlord to seek said permission.
4. **DEPOSITS:** Kings & Co who will act as Stakeholder's hold Deposits taken from Tenants. Deductions can only be made from the deposit once a claim against that Kings & Co has substantiated and valid receipts have been obtained (where appropriate). Disputes arising as a result of a claim against deposit money held are subject to the arbitration as outlined in this agreement and within the terms of the tenancy deposit protection scheme.
5. **BANK DETAILS:** Clients money (both deposit and rent) are held in "Client Account" and "Deposit Account" accordingly. No interest will be paid on money held within these accounts whether the account is interest bearing or not.
6. **CANCELLATION CHARGE:** If the agreement is cancelled during the period of tenancy, with a Tenant in occupation, then either three months notice is given or a fee of one calendar months rental charged at the time. If the Landlord instructed on Full Management then changes to Let Only, before the tenant moves in, Kings & Co reserves the right to charge the normal two weeks rent subject to a minimum fee of £250.00
7. **PERSONAL INTEREST:** If our Principal, Employees or Associates has, or intends to have, a personal interest in the letting, disposal or the acquisition of the property this will be disclosed to you either now or on discovery. If you become aware of any such interest, it is vitally important that you inform us to ensure that there is no contravention of the Estate Agency Act 1979.
8. **LIABILITY:** Kings & Co does not accept liability for any damage that may be caused to your property while they act as Letting Agents by any party unless as a direct consequence of a breach of duty or omission by Kings & Co. It is your direct responsibility to ensure that the property is fully secure, particularly if left vacant and you should inform your house/contents insurers in writing if the property is left vacant. All services should be turned off at the mains and all water/heating system drained down.
9. **INTRODUCTION:** Kings & Co will be deemed to have introduced a tenant. Should these instructions be terminated and the property subsequently let or sold by the Landlord within a period of 12 months to a tenant/purchaser previously introduced by Kings & Co then commission at the appropriate rate will be payable in full.
10. **NOTICE PERIODS:** It is required that the Landlord gives 2 months notice of intention to end the Assured Tenancy Agreement from a rent date, by way of Section 21 Notice
11. **LEGAL REQUIREMENTS:** It is illegal to let the property until we have been issued with a current safety certificate covering Gas Safety (Installation and Use) Regulations 1998.
12. **DATA PROTECTION:** The Landlord acknowledges and agrees to Kings & Co as Agents storing information relating to both the property and the Landlord on computer.

LANDLORDS INSTRUCTION FORM

Address of Property to Let.....

.....

.....Post Code.....

I/We confirm that we have read and agree with the terms of business as outlined by *Kings & Co* (pg 12) and wish for them to undertake the following service/s on my/our behalf as indicated below:

Service(s) required

Full Management

Tenant Only

Inventory & Condition Report

Declaration:

Gas Safety (Installation and Use) Regulations 1998. I/we accept that gas appliances and installations must be checked and found to be safe by a Gas Safe registered engineer annually. I/we undertake to ensure that the above-mentioned property is inspected in accordance with the aforementioned regulations annually. If you require *Kings & Co* to have the safety check carried out on your behalf the fee will be deducted from your payments or you may pay in advance.

Electrical Equipment (Safety) Regulations 1994. I/we hereby certify that the wiring at the property relating to both fixed electrical equipment and that incorporated into the building itself meets all electrical and fire safety regulations. The installer with the appropriate IEE certificate must certify all electrical work.

Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993) All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements which came into force in 1988. I/we confirm that in relation to my/our property no furniture exists which contravenes these regulations.

The above mentioned regulations are subject to change and I/we accept responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are met fully. I accept that *Kings & Co* have the right to have mandatory work/inspections undertaken at the property if I/we fail to comply with any act of legislation affecting my property. I/we hereby agree that this does not make them responsible for doing the work and agree to meet all costs incurred ensuring the tenancy complies with legislation.

I/We hereby instruct *Kings & Co* to act as my/our agent in respect of this property

Landlord(s) signature(s):.....

.....Date.....

Property Details:-

Is the property: furnished / part furnished / unfurnished

Is the property mortgaged: Yes / No

If yes name and address of Lender.....
.....

Is the property: Freehold / Leasehold?

If leasehold please provide details of the lease term, freeholder and service charge

.....
.....

Building & Contents Insurance:

Name and address of Building Insurer.....
..... Policy Number.....

Name and address of Contents Insurer.....
..... Policy Number.....

Utility Suppliers

Council Tax.....Band.....

Water Rates.....Meter location.....

Electric Supplier.....Meter location.....

Gas Supplier.....Meter location.....

Phone.....

Will you require *Kings & Co* to arrange Gas Servicing (unfortunately we will not be able to arrange for tenants to move into a property until we have a certificate in our office)

Yes / No

Burglar Alarm Details

Make.....

Contact Name & Address.....

.....

Alarm Code/Password.....

Location of Control pad.....

Name and Address of Preferred Maintenance Contractors (if any)

Plumber.....

Electrician.....

Painter/Decorator.....

Builder.....

Gardener.....

Other.....

Kings to use their own contractors: Yes / No

Would you like a "To Let" board at the property: Yes / No

Will you allow pets in the property	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Will you allow lettings to students	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Will you allow children	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Will you allow smokers	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Landlords Details

Full Name(s) (please give names in which Agreement is to be made)

.....

Address (for correspondence).....

.....

.....Post code.....

Telephone Numbers

Day.....Evening.....

Mobile.....E-mail.....

If not resident in England or Wales:-

Under the Landlord and Tenants Act 1987 should the Landlord reside outside England and Wales, we require an address where legal Notices can be served.

Contact Name.....

Address.....

.....Post code.....

Telephone.....E-mail.....

Does he/she have Power of Attorney: Yes / No (if yes we will require a POA form)

If resident abroad, have you applied to the Inland Revenue for approval to receive gross rent:

Yes/No (if yes, we will require your FICO number).....

Bank Details for Rental Payments

Bank Name & Address.....

.....

Account Number.....

Sort Code.....

Account Name.....