

Your Information Pack

Landlords



Tenants



Investors



Kings & Co

LETTINGS



47 Wherry Road, Norwich, NR1 1WS



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www.kingsandco.com

Kings & Co is the trading name of Wiremanor Ltd

Registered address Towlers Court, 30A Elm Hill, Norwich, NR13 1HG - Registered in England and Wales 7028965



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Introduction and Contact Details

Kings & Co 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

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Website www.kingsandco.com

Post : 47 Wherry Road
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Office Hours 9am –5pm Monday – Friday
Saturday & Evening by appointment

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 one of 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 you about the current rental market & to evaluate the rent achievable.
- Marketing across property portals such as Zoopla, OnTheMarket.com, 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.
- 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.
- 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.
- Co-ordination and supervision of repairs, subject to previously agreed expenditure limits.
- Conduct final inspection and arrangement of any minor maintenance required before re-letting.
- Negotiation and refund of tenants damage deposit where appropriate.

Our Services (continued)

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 (with the exception of protecting the damage deposit).

- An initial inspection of your property to advise you about the current rental market & to evaluate the rent achievable.
- Marketing across property portals such as Zoopla, OnTheMarket.com, 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.
- We will accompany property viewings 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.
- We will organize inventory & condition reports before each tenancy.
- 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.

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 (Installation and Use) Regulations 1998

It is a legal requirement to have all gas appliances fully serviced and checked annually. All plumbers who carry out repairs or servicing 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

Preparing Your Property - Regulations (Continued)

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.

Preparing Your Property - Regulations (Continued)

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 & Carbon Monoxide Detectors

The Energy Act 2013 (TEA 2013) came into force on the 11th March 2015 and the Smoke & Carbon Monoxide Alarm (England) Regulations took effect from 1st October 2015. Under section 150 of THE 2013 you as a Landlord of the Property are required by law to install working smoke alarms on each floor with living accommodation which includes bathrooms. A Carbon Monoxide Detector must also be installed in any room which is used as living accommodation and contains a solid fuel burning combustion appliance. 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.

Preparing Your Property – Regulations (Continued)

Energy Performance Certificate

Before your property is marketed it must have a current Energy Performance Certificate. New regulations came into force on the 1st April 2018, requiring let residential property to 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.

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.

Preparing Your Property - Regulations (Continued)

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 £18inc).

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.

Preparing Your Property - Regulations (Continued)

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 period will be the Landlords responsibility.

Investor Services

In 2016 government changes meant that investing in Buy-To-Let property got a little more complicated. The two main areas that needed extra consideration were Stamp Duty on buying Buy-To-Let property and also changes in tax relief that are phasing in between now and 2020. Making a decision whether to invest in your first property or to add to an existing property investment can be daunting but can benefit greatly from professional advice. Expert advice can also help improve the potential of your property investment(s).

Kings & Co belong to a local team of professionals who are all specialists in their areas. Our objectives are to help you make well informed decisions and for you to get the most from your investments.

Our team covers the following:



Investor Services (Continued)

Property Search & Property Management



Using our knowledge of the local rental market, Kings & Co find and recommend you property that will give the best rent return and growth potential. We can help reduce costs and make your investment more efficient, particularly if you have multiple properties or use multiple agents.

Tax advice -



M+A partners are a local accountancy firm with a dedicated department for investment property. They can provide tax advice, on-going tax planning and also set-up structures where appropriate for your situation.

Financial Planning



Iceni Wealth Management are personable independent financial advisers. IcenI provide bespoke solutions by looking at the whole of the investment market. They can consider your entire situation alongside your property investment.

Mortgage Advice & Review



Anglian Mortgages are independent advisers who specialise in investment property mortgages. They recommend from the whole mortgage market and regularly review your borrowing arrangements to ensure you have the best strategy and deal.

Legal Services



Our legal partners have a dedicated team for investment property. They provide comprehensive legal advice and will act for you very efficiently.

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 12) 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	£312 inc VAT
Management charge	9.6% of monthly rental inc VAT
(e.g if the monthly rental was £.....you will pay a fee of £.....per month inclusive of VAT)**	
EPC and floor plan	£67 inc VAT if required
Inventory and condition report	£78 inc VAT
Update of inventory	£50 inc VAT

Tenant Only Service

90% inc VAT of one months rent subject to a minimum fee of	£450 inc VAT
(e.g if the monthly rental was £.....you will pay a fee of £.....per month inclusive of VAT)**	
EPC if required to include Floor plan	£67 inc VAT
Inventory and condition report	£78 inc VAT

Inventory/Condition Report Preparation

Prices will vary according to the size of the property but are typically £78 inc VAT

Other Services

Periodic inspection on non managed property	
In Norwich	£42.00 inc VAT
Norwich Suburbs	£54.00 inc VAT
Tenancy Agreement fee	£90.00 inc VAT

**Please note that should the agreed rental amount be higher or lower than the example price our commission fee will be correspondingly higher or lower

TERMS AND CONDITIONS OF BUSINESS

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 fulfill 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.

We will not accept any responsibility especially in regard to deposit disputes should you prefer to carry out your own

inventory formalities or choose not to record the condition of the property prior to any tenancy agreement commencing or concluding. Reasonable care will be taken when instructing independent inventory clerks but we will not accept any liability or responsibility for any error or omission on the part of the inventory clerk in the preparation of the report.

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 Report must be given to the Tenant at the commencement of the Tenancy Agreement. Where no Gas Safety 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 Report on your behalf. The cost of the preparation of the Gas Safety 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 ensuring 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 Energy Act 2013 (TEA 2013) came into force on 11 March 2015 under section 150 of TEA 2013 you as Landlord of the property are required by law to install working Smoke and Carbon Monoxide alarms in the Property in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015. The Regulations took effect from 1st October 2014 and require a smoke detector to be installed on each floor with living accommodation which includes bathrooms. A carbon monoxide detector must also be installed in any room which is used as living accommodation and contains a solid fuel burning combustion appliance. 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

The smoke and Carbon monoxide detectors must be installed and working at the commencement of each tenancy agreement. At your request and expense we can arrange for smoke and carbon monoxide detectors to be installed in the property.

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.

Clients 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.

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.

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 endeavor 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 Rules. 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 re-serve 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. 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.

16. 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.

17. 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.

18. 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



19. 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

20 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 statute 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.

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 cannot be held liable for any resultant outcome of failure of the Landlord to seek said permission.

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

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

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** (pages 15/16) and wish for them to undertake the following service/s on my/our behalf as indicated below:

Service(s) required

Full Management

Tenant Find 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.

Smoke & Carbon Monoxide Alarm (England) Regulations 2015. I/We confirm that there are working smoke alarms on each floor of the property and a working carbon monoxide alarm where there is a solid fuel burning appliance (if any). If these are found to be not working then Kings & Co Lettings can renew as necessary.

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.....

Property Details (Continued)

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 & Co 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

No

Will you allow lettings to students?

Yes

No

Will you allow children?

Yes

No

Will you allow smokers?

Yes

No

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.....

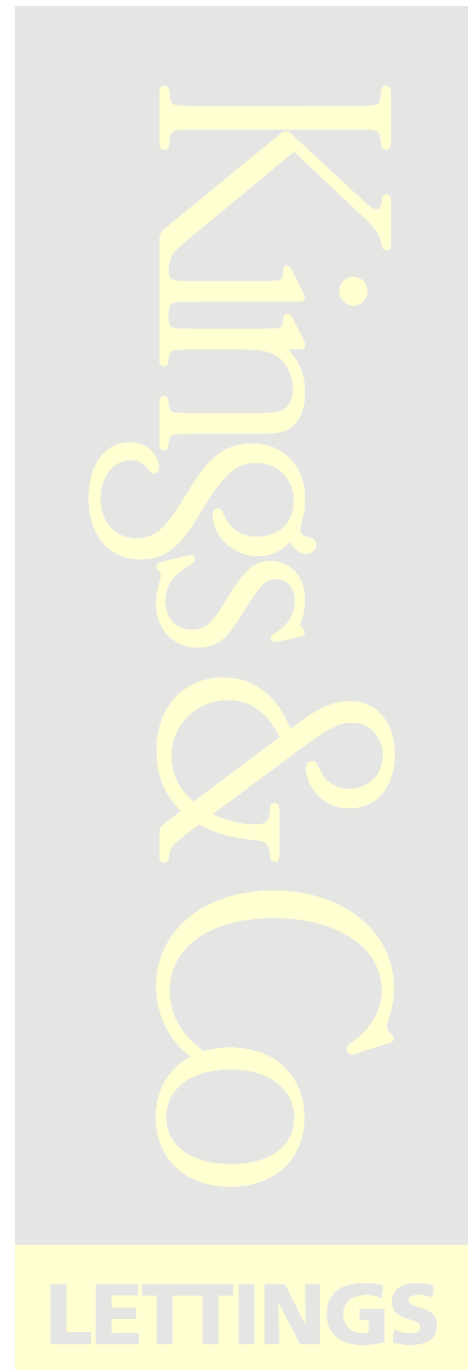
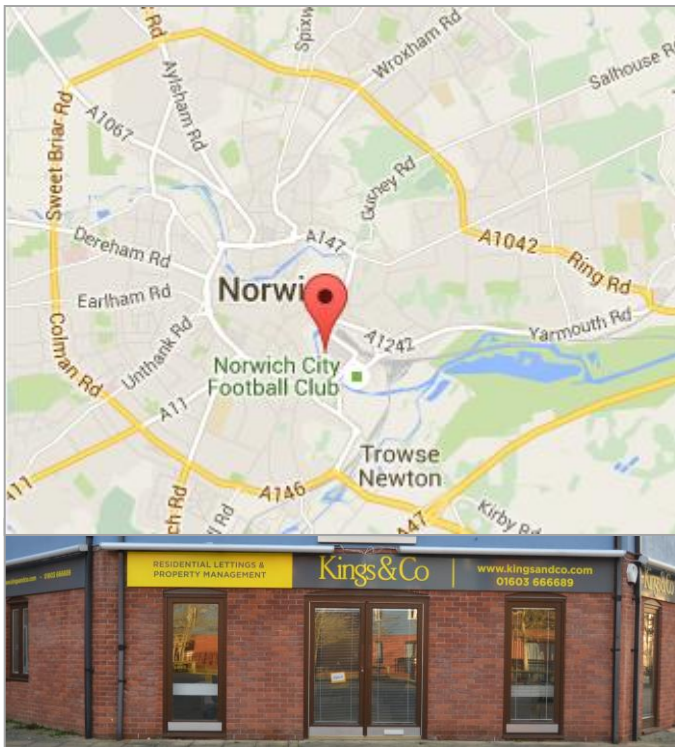
Sort Code.....

Account Name.....

Find us at Riverside

47 Wherry Road
Norwich
Norfolk
NR1 1WS

Convenient parking located at
Riverside Shopping
development.



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