

Owen Lyons Estate Agents

12 Orsett Road, Grays, Essex, RM17 5DL

Tel: 01375 399 499 Email: property@owenlyons.com

Terms of Business



Our professional qualifications and the subscriptions we pay, help us help you, by keeping you up to date with the constant changes in the laws and regulations and providing you total peace of mind when dealing with our professional team.









Thurrock's Leading Licensed Agents

Why use a Propertymark Protected agent like Owen Lyons? ARLA Propertymark members offer MORE!

- We adhere to a nationally recognised code of practice
- Are members of an independent redress scheme
- Hold professional indemnity insurance
- Experienced and trained professionals required to undertake regular training in order to keep up to date with complex legislative changes and best practice
- Hold a property management and lettings qualification to at least a level 3
- Your income is backed by Propertymark Client Money Protection
- We hold your money in a separate client account which is independently inspected annually (This is not the case with all lettings agents)

Complete peace of mind comes from our high standards













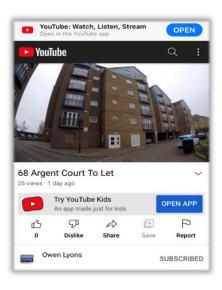


What sets us apart from other local agents

We provide quality property details and virtual tours via Owen Lyons Website and YouTube channel







You will also find Owen Lyons on the following online portals



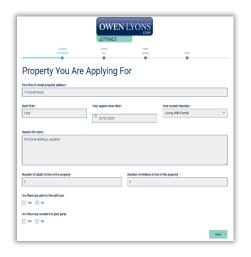






Finding you the right Tenant and protecting your investment

We qualify all potential applicants before viewings take place

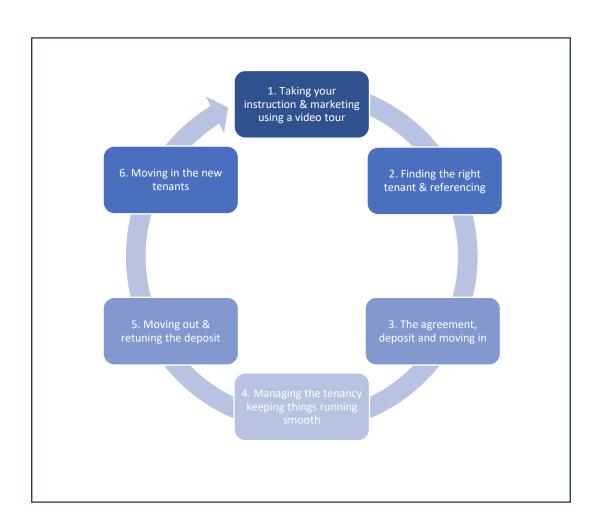




We undertake a comprehensive referencing process for all our tenants



Our Management Business Model works from the first day you hand us the keys until the last day we hand the keys back to you.



Her Majesty's Government Regulations and Legal Requirements for right to rent checks are as follows;

It is a legal requirement to: carry out right to rent checks, check whether a tenant is aged 18 or over and can legally rent in England. We may need to cross-check tenants' documents with the Home Office.

THE AGREEMENT, DEPOSIT AND MOVING IN "We take great care sorting all this for you"

Creating the new assured shorthold tenancy, moving the tenant in;

Our Assured shorthold tenancy agreement was drawn up by a high standing property solicitor and is approved by ARLA PROPERTYMARK.

The Inventory "We take care sorting all this for you"

Inventories are carried out at the start of every tenancy. Photos of the property and in-depth details are taken with a schedule of condition.

On the front page of the inventory meter readings and a link to the current utility companies are provided to the tenant in order for them to set up their utility bills.

Protect tenancy deposits "We take care sorting all this for you"

We ask the tenant to pay a deposit before moving into your property, so that any damage or unpaid rent at the end of the tenancy is covered subject to the ARLA betterment guide. It's important to remember that the deposit is the tenant's money. For assured shorthold tenancies created since 6 April 2007 the deposit must be protected by a government approved deposit protection scheme. Owen Lyons are members of the Tenancy Deposit Scheme (TDS).

At the start of a tenancy "We take care sorting all this for you"

It is a requirement to provide a copy of the latest How to Rent Guide, Energy Performance Certificate, a copy of the electrical installation condition report, a copy of the gas safety certificate (where applicable) and the relevant tenancy deposit leaflet.

Smoke and carbon monoxide alarms;

Under the Smoke and Carbon Monoxide Alarm (Amendment) regulations 2022 all landlords of private social housing must ensure a smoke alarm is fitted on every floor of their property where there is a room used wholly or partly as living accommodation. The regulations also state that all rented properties in England must provide a carbon monoxide alarm in rooms where there is any type of fixed combustion application, such as gas boilers, gas fires etc. However this has not been extended to gas cookers.

On the first day of a new tenancy a check should be carried out to ensure that the smoke and carbon monoxide alarms are in working order and that the tenant(s) have been informed. Failure to comply can lead to a civil penalty of up to £5,000.

Water safety;

You must ensure the water supply is in working order and carry out a risk assessment to assess the risk from exposure to Legionella.

Electrical Tests;

Electrical tests are required for all properties and will usually require renewing every 5 years. They must be completed by a qualified and competent person.

Property licensing and HMO

Fees will apply to you from local authorities. Enforcement officers in your local authority can advise on fees and mandatory requirements your property will need to make it habitable for those thinking of creating and managing HMOs.

Landlords Obligations:

As a landlord, you must: Keep in repair and proper working order the supply of water, gas, electricity and heating as applicable. Keep the property safe and free from health hazards (Further information on health hazards can be found in the How to Rent a Safe Home guide available on the government website). Maintain the structure and exterior of the property and carry out most repairs. If something is not working, ask your tenant to report it to you (or your agent) as soon as they can. Fit smoke alarms on every floor and carbon monoxide alarms in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of a tenancy. Arrange an annual gas safety check by a Gas Safe engineer (where there are any gas appliances), an electrical installation condition report by a qualified electrician (failure to comply can result in a penalty of up to £30,000) and an energy performance certificate (EPC). Get a licence for the property, if it is a licensable property. Insure the building to cover the costs of any damage from flood or fire. Make sure your tenant(s) know how to operate the boiler and other key appliances.

Mortgage- some customers have a Buy To Let mortgage or own the property outright, if not, you must ensure that you have an appropriate mortgage or permission from your mortgage lender in place. You should also check your tax obligations as a landlord.

Non resident landlords- NRL1 forms (available online from HMRC) are required to be completed and submitted to HMRC by each landlord. Without confirmation from HMRC agents are required to deduct the basic rate of tax from the rent and forward this to HMRC.

Tenants Obligations:

A tenant must: Pay the rent on time. Pay any other bills that they are responsible for on time, such as council tax, gas, electricity and water bills. If a tenant pays the gas or electricity bills, they can choose their own energy supplier. The tenant is required to look after the property for example a tenant must get your permission before attempting repairs or decorating. Furthermore the tenant must be considerate to the neighbours, failing to do so could result in the tenant being evicted for anti-social behaviour. A tenant should not take in a lodger or sub-let without checking whether they need permission from you. The How to Rent Guide has further details on the tenants' responsibilities.

MANAGING THE TENANCY AND KEEPING THINGS RUNNING SMOOTHLY "We take care sorting all this for you"

Periodic Property Visits - Are conducted regularly checking for compliance, issues are discussed, and a report is attached to your file. If this is not possible then a regular tenancy questionnaire will be sent out for completion by the tenant.

Maintenance – Landlords will be contacted regarding any issues reported to us by the tenants and upon instruction a contractor will be contacted to quote and if required repair. For further information and assistance please see our maintenance agreement attached. All tradesmen are checked for competency and that they hold tradesman's insurance policies.

Please be aware If your tenant has a complaint about the condition of the property, it is your responsibility to repair it. If you don't, your tenant can ask the local authority to carry out an inspection. The local authority has a duty to take action if it considers there is a serious risk to health and safety. If they decide to serve an improvement notice, you cannot evict your tenant with a section 21 notice for 6 months. If you fail to comply with a statutory notice, local authorities may prosecute or issue a civil penalty of up to £30,000.

Contract Renewal - After the original fixed term you can consider, if you want them to sign up for a new fixed term or would you rather they have a 'rolling periodic tenancy'? This means you carry on as before but with no fixed term – the tenant can leave at any time by giving notice (normally one month from the rent due date). You can ask the tenant to vacate by giving 2 months' notice subject to the current government legislation and guidelines in place. This option offers flexibility but less security.

Rent Increases - Do you want to increase your rent? You can increase the rent by agreement or as set out in your tenancy agreement, or by following a procedure set out in law. This can only be done once a year

MOVING OUT & RETURNING THE DEPOSIT "We take care sorting all this for you"

Ending the Tenancy

The Landlord can after the original term: End the agreement by giving the tenant two months' notice in writing (Section 21) Section 8 are only used when tenants are 2 months in arrears or have broken an obligation as part of their tenancy agreement, subject to the current government legislation and guidelines in place.

The tenant can: End the agreement without notice on the last day of the fixed term or by giving the Landlord one months' notice in writing before the rent due date.

Returning the deposit

If the tenant has met the terms of their tenancy agreement, they should have the deposit returned at the end of their tenancy. You can withhold part of their deposit to compensate for any damage caused to your property or furnishing or cleaning costs, but not for reasonable wear and tear. You must provide appropriate evidence for any claim you make. You must return the deposit to the tenant within 10 days of you both agreeing how much you'll keep if any. If the tenant disagrees with the amount that you decide to withhold from their deposit, they may raise a dispute with the TDS deposit protection scheme. It is important that prior to the tenant vacating the property you ensure that the rent payments are up to date, the tenant cannot withhold rent because they think that it will be taken out of the deposit.

WHAT IF THINGS GO WRONG?

Rent Protection and Legal Expenses (Management Only T & C's)

Rent Protection and legal costs for gaining vacant possession. The warranty covers up to £2,500 rent per month, up to a maximum of £100,000 for any single claim. A quote can be provided upon request for rent protection.

After the first 12 months period, for your peace of mind we recommend – renewing the landlords' rent protection a quote can be provided

Rental Arrears

If your tenant is having financial troubles or falling into arrears. We encourage the tenant to speak to us, we try to be helpful and sympathetic. Owen Lyons will keep the landlord informed of the situation and continue to contact the tenant until the rent account is settled.

Evicting a tenant

If you want the tenant to leave the property, you must notify them in writing, with the correct amount of notice. Tenants can only be legally removed from the property with a court order. If you are evicting a tenant who may potentially become homeless, advise them to contact the Housing Department of your local authority immediately.

There are 2 notices a landlord can serve to begin the eviction process:

Section 21 notice – if you want your property back at the end of the fixed term or after it ends

Section 8 notice – if your tenants have broken the terms of the tenancy

You can either give your tenants a Section 21 notice or a Section 8 notice, or both.

Landlord Full Management Fees; (all fees are including vat)

Set Up Fee; at the start of a new tenancy a setup fee is charged to the landlord for the following; marketing the property, referencing applicants, gathering paperwork to meet Her Majesty's requirements, preparing contracts and additional paperwork in order to set up your rental agreement and move the tenant into the property. The below shows examples of our charges that are payable on completion of the Agreement and the tenant moving into the property. Fees are deducted from the first month's rent collected and the balance is then promptly paid to the landlord preferably by BACS.

Rent Achie	ved	Setup Fee	Rent Achieved		Setup Fee
£500.00	£549.00	£276.92	£1,250.00	£1,299.00	£692.31
£550.00	£599.00	£304.62	£1,300.00	£1,349.00	£720.00
£600.00	£649.00	£332.31	£1,350.00	£1,399.00	£747.69
£650.00	£699.00	£360.00	£1,400.00	£1,449.00	£775.38
£700.00	£749.00	£387.69	£1,450.00	£1,499.00	£803.08
£750.00	£799.00	£415.38	£1,500.00	£1,549.00	£830.77
£800.00	£849.00	£443.08	£1,550.00	£1,599.00	£858.46
£850.00	£899.00	£470.77	£1,600.00	£1,649.00	£886.15
£900.00	£949.00	£498.46	£1,650.00	£1,699.00	£913.85
£950.00	£999.00	£526.51	£1,700.00	£1,749.00	£941.54
£1,000.00	£1,049.00	£553.85	£1,750.00	£1,799.00	£969.23
£1,050.00	£1,099.00	£581.54	£1,800.00	£1,849.00	£996.92
£1,100.00	£1,149.00	£609.23	£1,850.00	£1,899.00	£1,024.62
£1,150.00	£1,199.00	£636.92	£1,900.00	£1,949.00	£1,052.31
£1,200.00	£1,249.00	£664.62	£1,950.00	£1,999.00	£1,080.00

Monthly Management Fees; The scale below shows examples of our charges for the management of the property, our management fees are deducted from the rent collected and the balance is then promptly paid to the landlord preferably by BACS.

Rent Ad	chieved	Management	Rent Achieved		Management
		Fee PCM			Fee PCM
£500.00	£549.00	£60.00	£1,250.00	£1,299.00	£150.00
£550.00	£599.00	£66.00	£1,300.00	£1,349.00	£156.00
£600.00	£649.00	£72.00	£1,350.00	£1,399.00	£162.00
£650.00	£699.00	£78.00	£1,400.00	£1,449.00	£168.00
£700.00	£749.00	£84.00	£1,450.00	£1,499.00	£174.00
£750.00	£799.00	£90.00	£1,500.00	£1,549.00	£180.00
£800.00	£849.00	£96.00	£1,550.00	£1,599.00	£186.00
£850.00	£899.00	£102.00	£1,600.00	£1,649.00	£192.00
£900.00	£949.00	£108.00	£1,650.00	£1,699.00	£198.00
£950.00	£999.00	£114.00	£1,700.00	£1,749.00	£204.00
£1,000.00	£1,049.00	£120.00	£1,750.00	£1,799.00	£210.00
£1,050.00	£1,099.00	£126.00	£1,800.00	£1,849.00	£216.00
£1,100.00	£1,149.00	£132.00	£1,850.00	£1,899.00	£222.00
£1,150.00	£1,199.00	£138.00	£1,900.00	£1,949.00	£228.00
£1,200.00	£1,249.00	£144.00	£1,950.00	£1,999.00	£234.00

LET ONLY Fees, all fees are including vat

Let Only Fee; At the start of the new tenancy the <u>LET ONLY</u> fee is charged to the landlord for the following; marketing the property, referencing applicants, gathering paperwork to meet Her Majesty's requirements, preparing contracts and additional paperwork in order to set up your rental agreement and move the tenant into the property. The scale below shows examples of our charges that are payable on completion of the agreement and the tenant moving into the property. Fees are deducted from the first month's rent collected and the balance is then promptly paid to the landlord preferably by BACS.

Rent Achie	ved	Let Only Fee	Rent Achieved		Let Only Fee
£700.00	£799.00	£700.00	£1,600.00	£1,699.00	£925.00
£800.00	£899.00	£725.00	£1,700.00	£1,799.00	£950.00
£900.00	£999.00	£750.00	£1,800.00	£1,899.00	£975.00
£1,000.00	£1,099.00	£775.00	£1,900.00	£1,999.00	£1,000.00
£1,100.00	£1,199.00	£800.00	£2,000.00	£2,099.00	£1,025.00
£1,200.00	£1,299.00	£825.00	£2,100.00	£2,199.00	£1,050.00
£1,300.00	£1,399.00	£850.00	£2,200.00	£2,299.00	£1,075.00
£1,400.00	£1,499.00	£875.00	£2,300.00	£2,399.00	£1,100.00
£1,500.00	£1,599.00	£900.00	£2,400.00	+	£1,125.00

Additional Fees

A transfer from management to let only service at any point in time during a tenancy requires a two month notice to be given in writing. The fee required to exit the management service is charged at 2 ½ weeks of the rent including VAT. Please note that any rent protection policy held with us will expire upon completion of the transfer of management to let only.

Preparing to Rent (Let Only and New Rental Properties)

Where required a separate service can be provided to help prepare properties to Rent. Open to Let Only Landlords and managed landlords offering new properties to the rental market for the first time. An arrangement fee will be quoted prior to any work is instructed.

Rent Protection (Management Only)

Rent Protection and legal costs for gaining vacant possession. The warranty covers up to £2,500 rent per month, up to a maximum of £100,000 for any single claim. A quote can be provided upon request for rent protection.

Energy Performance Certificates (EPC)

We can arrange for an Energy performance certificate (EPC) to be carried out on your behalf, if you do not already have an Energy performance certificate (EPC) for the fee of £84.00 including vat. The property will need to have a rating of E or above to be let.

Re-Letting/End of Tenancy (Management Service)

At the end of the fixed term Tenancy Agreement, if the existing tenants wish to continue with a periodic tenancy there is no contract fee and we will continue to act as was. If you instruct us to issue a new fixed term Tenancy Agreement there is a fee of £75 including vat.

Only If the tenant moves out and the property is re-let to new tenants will the setup fees apply.

End of Tenancy (Let Only)

At the end of the fixed term Tenancy Agreement, if the existing tenants wish to continue with a periodic tenancy there is no contract fee. If you instruct us to issue a new fixed term Tenancy Agreement there is a fee of £175.00 including vat.

Consumer Protection from Unfair trading Regulations 2008

In providing the best possible 'end to end' service to our clients Owen Lyons Estate Agents endeavour to adhere to the Consumer Protection from Unfair Trading Regulations 2008. We will strive to undertake the best possible working practices and avoid unfair or misleading trading practices, aggressive selling and misleading omissions

Referral Fees

Under the consumer protection for Unfair Trading Regulations issued by Trading Standards, Owen Lyons Estate Agents are required to be transparent and disclose referral fees

Owen Lyons Estate Agents have a non-regulated agreement with Vouch. If you or your tenant chooses to purchase a product via

Vouch then a rebate will be paid to Owen Lyons Estate Agents for the introduction. Owen Lyons Estate Agents currently receive the following rebates, Landlords Direct Rent Protection £25.00, Landlords Building and Contents Insurance 7.5% of the annual premium of any policy taken out and 50% again every time they renew, Tenant Liability Insurance 7.5% of the annual premium of any policy taken out and 50% again every time they renew and if a tenant switches their utilities over to Vouch up to £60.00.

Interest

Any interest earned on monies held in Owen Lyons Client Account during the process of rent collection will belong to The Agent

Instructing Owen Lyons

Her Majesty's Government impose many regulations and legal requirements on Landlords and Letting Agents. Our terms of business will help explain these and set out our services and fees.

New enquiries from Landlords are always very welcome. When we receive your instructions TO LET your property, our experienced team get to work:

TAKING YOUR INSTRUCTION & MARKETING "We take care doing this for you"

Rented property address

As your sole agent, our team will produce high quality details for your property. These property details are then text and emailed to our extensive list of potential tenants and listed as available to let on our website owenlyons.com as well as Rightmove and On The Market. We also use video tours of your property which are uploaded to YouTube in our search for the best possible tenants.

FINDING THE RIGHT TENANT & REFERENCING "We take care sorting all this for you"

Receiving an offer from a prospective tenant to rent your property

Our team will request an extensive list of details and information from prospective tenants including; passports, driving licences, utility bills, bank statements, payslips etc. Offers from prospective tenants will be firstly discussed with yourself, to agree the offer and once agreed will proceed to referencing via Vouch our external referencing company who provide a class A referencing service. If you have instructed us to accept an offer on your behalf, all offers will be discussed with a PARTNER or MANAGER of Owen Lyons before we proceed.

I wish to discuss offers with Owen Lyons

YES - NO

I instruct Owen Lyons to accept offers and proceed with tenancies on my behalf

YES - NO

I/We instruct Owen Lyons to Act as Letting Agents from the date of this agreement and confirm that I am/we are legally entitled to create this Assured Shorthold Tenancy.

Please note that you may have the right to cancel this contract with written notice under the Consumer Contracts Regulations 2013 within a 14 calendar day cooling off period from the date upon which it was signed.

Instructing Owen Lyons to sign on my behalf

I/We instruct Owen Lyons Estate Agents to sign on my/our behalf an Assured Shorthold Tenancy agreement to rent the property.

PrintDate......Date.....

For and on behalf of the landlord

The general data protection regulation (GDPR) 2018

We/I give consent to Owen Lyons to disclose our contact information to Alan Boswell for the purpose of providing rent protection through and/or building & contents Insurance, the tenancy deposit scheme (where applicable), local authorities and solicitors along with the normal persons reasonable only to the Business of an Estate Agents/Letting Business i.e. contractors and tradesman etc.

Please find our full privacy policy on our website for information on how we handle your data.

The property will be marketed at £......Per Month

Management Service Yes Let only service Yes

Your fees for the service indicated above SET-UP £

Monthly %

Definitions:

- "Agent" means Owen Lyons or anyone who subsequently takes over the rights and obligations of the Agent
- Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms the Agreement.
- "ICE/Independent Case Examiner" means the Independent Case Examiner of the Tenancy Deposit Scheme.
- "Landlord" means anyone owning an interest in the Premises whether freehold or leasehold, entitling them to possession of it upon the termination or
 expiry of the Tenancy and anyone who later owns the Premises.
- "Tenant" means anyone entitled to possession of the Premises under this Agreement.
- "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of part parties.
- Sole agency- This means that we will be the only agency advertising your property to Let.

Rent Protection (Managed Properties Only)

We can instruct this on managed properties on your behalf for 1 year. Please contact us for the latest prices. This policy must be instructed within 7 days of the Assured Shorthold Tenancy start date. If this is not the case there could be an exclusion period of approximately 90 days.

instruct Owen Lyons to obtain	the Rent Protection policy on m	y behalf	YES – NO
The Dreverty and The Heelth O	Cofety Freezrative		
The Property and The Health &	·		
A Gas Safe Engineer has underta	iken a Domestic Landlord Gas Saf	ety Record and Lenclose a co	
			Yes No
Annual gas cert and service to b	e arranged on gas appliances by	Owen Lyons	
		Gas Cert Only	Cert & & Service
An accredited domestic energy a	assessor has carried out an Energ	y Performance Certificate an	d I enclose a copy of
the report			Yes No
A Registered Electrician has u	undertaken a Electrical Installat	ion Condition Report and	I enclose a copy of the re
			Yes No
All furnishings comply to the fir	e safety regulations 1987 Consul	mer Protection Act and fire	safe labels are attached to al
^F urnishings			Yes No
Owen Lyons to arrange the follo	owing at the agreed costs noted	below:	
Gas Safety Certificate	£		
Electrical Installation Condition	Report £		
Energy Performance Certificate	£		
White Goods			
•	hite goods that will be left at th cement or whether they are left a		•
·	that tenants have the right to dis		·
property throughout the period	of the tenancy.		
	Indicate who wi	ill be responsible to repair/re	eplacement
Item Name	Landlord	Tenant	

Declaration: I/We confirm that I/we have received and read the terms of this sole agency agreement of Owen Lyons prior to signing this agreement.

Print	Signed	Date
or and on behalf of the landlord		
or and on behalf of the landlord		
Print	Signed	Date

For and on behalf of Owen Lyons



Landlord's agreement to Owen Lyons to carry out minor repairs up to the value of £200 for small issues that are reported to us by the Tenants of your property.

Property address
Landlord's Name
I the Landlord agree to Owen Lyons to carry out minor repairs up to the value of £200 for small issues that are reported to them by the Tenants of the above property, should Owen Lyons be unable to contact me to discuss. I give authority to Owen Lyons to proceed with any such repairs up to a maximum of £200.
Owen Lyons will try to contact you by Telephone, Text message, What's App or email to inform you of any such issues of maintenance, before instructing any repairs reported to us.
Owen Lyons agree to, as cost effectively as possible, find and instruct a contactor to carry out minor repairs to the property up to a value of £200 without first discussing the issue with yourselves.
Owen Lyons agree to provided you with a copy of the contractor's invoice and promise that no commission or cashback will be accepted from any contractor instructed on your behalf.
Landlord
Signed
Print Name
Date

Your Rights to Cancel & Owen Lyons Discrimination and Behavioural Policy

To Owen Lyons Estate Agents
12 Orsett Road, Grays, Essex, RM17 5DL
01375 399499
property@owenlyons.com
I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the
following service [*]
Ordered on [*]/received on [*]
Name of consumer(s)
Address of consumer(s)
Date
[*] Delete as appropriate

Owen Lyons Discrimination and Behavioural Policy

As per Government guidance in regards to Discrimination and Unreasonable Behaviour, Owen Lyons are committed to providing excellent customer service to everyone who contacts us. Everyone is entitled to be treated respectfully, courteously and in a polite manner. Where a customer raises an issue / complaint with us, they have a right to expect to be dealt with fairly and impartially, and to receive a response which addresses their concerns in a timely manner.

The purpose of this policy is to explain the appropriate action that Owen Lyons will take against those customers deemed to be displaying unreasonable behaviour or discrimination. Implementation of this policy will only happen in exceptional circumstances after all reasonable measures have been taken in an effort to resolve the issue.

Principles

Cancellation Form

We expect our staff to be treated with courtesy and respect. We recognise that customers can at times feel under pressure, distressed or feel that they have to be determined to pursue their concerns. They can also feel angry about their situation. Owen Lyons will distinguish between distress, frustration, forcefulness and determination, and any of these developing into unreasonable behaviours. Owen Lyons reserves the right to cancel our service contract with a customer following Unreasonable Behaviour or Discrimination towards our staff, following the breach we will write giving immediate notice for cancellation.