# Landlord Guide

## SAXON KINGS

# Landlord Checklist

## OVERVIEW

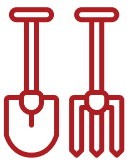
When it comes to letting your property, you want reassurance from your agent. Saxon Kings has extensive experience in assisting Landlords with all aspects of the letting process. We pride ourselves on looking after your property as if it were our own.

*Most of our Landlords opt for our Full Management Service with regular property visits - giving you peace of mind that we are keeping an eye on the condition of your investment. We also have a team of qualified, insured and local contractors who are available should any maintenance repairs need completing at your property.*

Ensure that the property is well presented, as good quality properties attract the best Tenants.

A professional clean is essential to ensure your Tenant maintains your property's condition

Achieving the best possible rental income is the aim, so think neutral when it comes to decoration.



Gardens will be your Tenant's responsibility, so ensure you leave them low maintenance and in seasonal order.

We will require signed Terms and Conditions before we can act on your behalf.

We will need one set of keys to market and/ or manage your property.

All Estate Agents have to comply with Anti Money Laundering Regulations, so we will require your proof of identity and address.

# 7 great reasons to choose us!

### PRE-QUALIFIED APPLICANTS

Our team pre-qualify everyone, to ensure you always have the best possible applicants viewing your property.

### 24/7 ONLINE ACCESS

Your own 'propertyfile' to enable you to check viewing feedback, tenancy details and financial statements whenever you choose.

### TRANSPARENT

Fully compliant with the Property Ombudsman and their code of practice.

### PROPERTYMARK PROTECTED

Saxon Kings are an ARLA Propertymark Agent with Client Money Protection, giving you peace of mind that your finances are safe.

### EFFECTIVE MARKETING

We make sure your property gets the maximum exposure through social media and all the major property portals.

### AN EXPERIENCED TEAM

Everyone at Saxon Kings receives regular training, so we can inform you of any relevant changes in legislation.

### TENANT SUPPORT

Tenants can log-in online at any time to register for property updates, book viewings or report maintenance.

# Landlord Safety Obligations

You are responsible for ensuring that the property is safe, and that any goods you provide in the form of appliances or furnishings comply with current regulations.
We also find that Landlords who provide their Tenants with a property in good repair and condition secure longer tenancies. We reserve the right to refuse to accept, or to terminate your instructions if your property fails to comply with your statutory or regulatory obligations.

## EPC Rating

It is a legal requirement to have a valid Energy Performance Certificate with a minimum rating of 'E' when marketing your property and a copy must be made available to any prospective Tenants.

## Gas Safety Certificate

The Gas Safety (Installation and Use) Regulations 1998 state it is a Landlord's responsibility to maintain every gas appliance and all gas pipework within their property. An annual certificate is required to demonstrate compliance by a qualified Gas Safe engineer, and must be present before any tenancy commences.

## Furniture & Furnishings

It is important to check that sofas, beds, bedheads, cushions, pillows and furniture covers still have relevant fire safety labels. All furnishings situated at and incorporated within the letting of your property must comply with the requirements of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2010.

## Housing Health & Safety Rating System (HHSRS)

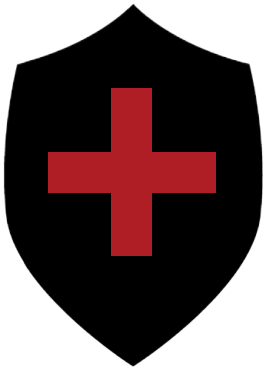
The Housing Act 2004 introduced this system for local authorities to grade rental properties based on 29 different areas of risk and hazard. Landlords have a legal responsibility to ensure their properties are safe to be let. For more details contact your local council as this is a complex piece of legislation.

## Homes (Fitness for Human Habitation Act 2018)

Tenants have a legal right to take direct action against their Landlord throughout their tenancy if their property is in poor condition; otherwise known as 'not fit for human habitation.'

## Legionnaires Safety Check

Landlords have a legal duty to consider, assess and control the risk of exposure to Legionella to their Tenants. In most residential cases a simple water test can be carried out.



## Smoke & Carbon Monoxide Alarms

It is a legal requirement to install a working smoke alarm on every floor of a rental property. Carbon Monoxide alarms must be installed in any room where there is a fixed combustion appliance (including a gas boiler).

## Electrical Safety

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 mean Landlords must ensure every fixed electrical installation is inspected & tested at least every 5 years by a qualified person. The Landlord is required to obtain a report of the results of the inspection and test, supply it to each Tenant within 28 days and retain a copy until the next inspection is due.

# Lettings Process Overview

Before marketing your property, we will discuss with you what you are looking to gain from the process, and how we can deliver to your requirements and time-scales.

## Relevant Permission

Prior to any tenancy commencing you should inform your mortgage provider, freeholder where applicable and also your insurance company. All of these parties should be informed; otherwise you could find yourself not being adequately covered during your tenancy.

## Tax on Rental Investments

All rental income arising from property in the UK is subject to tax. UK residents can complete HMRC Self Assessment tax return to declare this income. Overseas landlords must be taxed at source, unless their agent has permission from HMRC to pay gross rent to them. You can view your statements in "propertyfile" at anytime 24/7 online.

## Insurance

As a Landlord, you must have buildings and contents insurance in place at all times and these should be specific to the rental property. Our Landlords can benefit from preferential rates with certain companies; further details are available from our lettings team.

## Referencing and Right to Rent Check

We may use the services of an independent and external company to carry out a credit check reference on all prospective Tenants; rent guarantee with legal cover may also be available just ask our lettings team for more details. Where applicable we will also carry out employment reference checks and approach any previous Landlord. The Landlord is required by law to check the Immigration status of any prospective Tenant before entering into a tenancy with them. We will carry out an initial Right to Rent Check on your behalf and will not proceed with a tenancy where a clear Right to Rent Check is unavailable. It will then be the responsibility of the landlord to continue with right to rent checks for the duration of the tenancy, unless you are using the management service.

## How To Rent

All Tenants must by law be given a copy of the Government's "How to Rent" document. We will give your Tenant a copy, usually electronically, and ask them to sign to confirm receipt.

## Tenancy Agreement

Keeping up to date with the relevant changes in legislation can be demanding, and so we ensure all our documents are prepared to fully protect your best interests. Saxon Kings will then arrange for all parties to sign a tenancy agreement prior to a tenancy commencing and provide you with a copy.

## Tenancy Deposit Scheme

We protect all deposits with one of three Government approved Tenancy Deposit Schemes. The inventory is one of the most important documents - next to your rental agreement. Each tenancy will require a full inventory prior to commencement to ensure that the condition is accurately noted, especially with regard to whether any damage is 'fair wear and tear' or in fact the Tenant is responsible. An inventory is required in all cases now where any dispute over a deposit is raised.

## Deposit Deductions

If we are acting as your managing agent, we can assist on your behalf with negotiations if you wish us to. Should the proposed deductions not be agreed between the Landlord (or the managing agent) and the Tenant, then the disputed amount will be withheld by the deposit protection scheme. Their dispute resolution service will determine the outcome based on the evidence provided by both Landlord and Tenant.

## At the end of a Tenancy

We will endeavour to contact both parties before the end of the tenancy; negotiate a tenancy extension as required and prepare necessary paperwork. Alternatively we will be able to re-market the property to find replacement Tenants if required.

### Don't Forget

It is your responsibility to update the local authority and relevant utility providers with your new contact details.

# Terms & Conditions

## 1 Parties

This agreement and terms & conditions; which includes the terms set out on the Confirmation of Instruction and Terms of Business Form on page 20 ("the Form") is made between:

1.1 Saxon Kings, 135 Kings Road, Kingston upon Thames, KT2 5JE (herein referred to as 'Saxon Kings / we') and;

1.2 The landlord or, if more than one, the landlords named on the form, on page 20 (herein referred to as 'Landlord/you').

## 2 On accepting instructions

We will assume the following:

2.1 any intended letting is permitted by the terms of your lease

2.2 any Tenancy is for a period expiring prior to the termination of your lease

2.3 the written permission of your Landlord, if necessary is obtained for sub-letting

2.4 the written permission from any joint owner(s) has been given

2.5 if the property is subject to a mortgage, permission has been obtained from the mortgagee to the letting. It should be noted that the mortgagee would usually have power to terminate the letting if mortgage payments are not maintained and other requirements they set are not complied with. You should advise us if there is a mortgage in place so the requisite notice can be served on the Tenant.

## 3 Prior to letting

Unless Saxon Kings are in receipt of sufficient funds to do so, and have agreed otherwise prior to the commencement of the Tenancy, you are responsible for ensuring that the property is in good condition for letting.

In particular, you will ensure the property is professionally cleaned and in good repair with all appliances in working order. It is a legal requirement to provide any prospective applicant for a Tenancy with a valid Energy Performance Certificate (EPC).

The property must also comply with all current legislation regarding the Gas Safety (Installation and Use) Regulations 1998, The Smoke & Carbon Monoxide Alarm (England) Regulations 2015; Electrical equipment (Safety) Regulations 2016 in addition to all Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2010.

The appropriate testing and valid certificates are mandatory prior to any Tenancy commencing. If we are not supplied with valid certificates we may instruct contractors to carry out the relevant testing at a cost to the Landlord. A referral fee may be paid to Saxon Kings from any contractor/supplier instructed on your behalf, at 10% of the total invoice. Details of such income received by the Agent can be provided to the Landlord on request.

## 4 Rent

We will agree with you a rental price to be quoted for the property. Unless specifically agreed otherwise this will include all payments for which you are responsible, such as ground rent and service charges. Please note however, that it is normal for the Tenant to take over responsibility for all utilities, television and telephone/ broadband accounts during a Tenancy.

## 5 Fees

We will contact you for approval of any potential Tenant or agree in advance with you the extent of our authority to accept a Tenancy on your behalf.

Once a Tenant whom we have introduced has entered into an agreement, our Letting Service commission is payable, in full, in advance, on commencement of the Tenancy. Our commission is an agreed % of the total rent payable for the initial term of the Tenancy, subject to a minimum of £900 (£750+vat).
'Rent' includes any payment to be made by the Tenant for the use of the property, whether expressed as rent premium, or any other form of payment and whether paid directly by the Tenant or obtained by other means such as a deduction from the Security Deposit. If we are providing our Management Service (which includes rent collection on your behalf), we will deduct our management fees on an installment basis from the rent we collect and pay the balance over to you within 5 working days of receipt of cleared funds. Please note that if we are providing our Letting and Management Service, we reserve the right to collect our Letting Service fee in full at the commencement of the Tenancy.

Saxon Kings are entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees (typically 10%), from but not limited to; insurance companies, referencing companies, utility companies, contractors and any fees charged to Tenants while acting on the Landlord's behalf. Commission will be due to Saxon Kings if at anytime a lease is signed with a Tenant who has been introduced to the property during the period of our agency agreement. Should you not sign this agreement prior to instructing us to start marketing and accept viewings on the property you will be bound by all of its terms.

## 6 Letting Service 9.6% (8%+VAT)

The services included in our commission are as follows:

6.1 Marketing the property online and via other advertising mediums including erecting an advertising board

6.2 Accompanying prospective Tenants to view the property and receiving offers

6.3 Confirming the details of any offers in writing to both parties including any special conditions

6.4 Verifying Right to Rent documents; a fee of £60 (£50 +vat) will apply for this and all subsequent checks.

6.5 Collecting up references, via a credit referencing company or bank, employer, previous Landlord if applicable and/ or personal reference for your approval; a fee of £6 (£5+vat) per person will apply. A company search can be undertaken if required and would be charged separately

6.6 Arrange for both parties to sign a Tenancy Agreement

6.7 Prepare a breakdown of costs for the Tenant(s), and arrange for payment by the Tenant(s) of the initial rent to the Landlord or Saxon Kings' account

6.8 Collecting any security deposit paid by the Tenant (subject to the Tenancy Agreement agreed between both parties)

6.9 Providing guidance on safety and legal compliance.

After the initial fixed term we will charge renewal commission if the Tenancy is renewed - whether or not we are instructed to act for the Landlord, if the Tenant remains in occupation. Our renewal fee for our Letting Service is 9.6% (8% +vat) for each subsequent renewal, subject to our minimum fee. Renewal fees are due in advance for the length of any renewal, extension or holding over of the tenancy. If you wish Saxon Kings to conduct any ad-hoc visits or mid tenancy property visits, our charge for this will be £60 (£50+vat). Managing any maintenance/ repairs

at your request when instructed to let only will be £150 (£125+vat) per hour. Serving of a Section 13(2) notice is chargeable at £60 (£50 +vat).

## 7 Rent Collection 12% (10%+VAT)

We will collect rent payments on your behalf as specified in the Tenancy Agreement. Saxon Kings will not be responsible for any late payments made by the Tenant.

We will transfer funds to your nominated bank account less any Rent Collection fee within 5 working days of receipt of cleared funds and email you a statement.

Should you require a copy of previously sent statements, these will be charged at £12 (£10+vat) per copy. An Income and expenditure report can be prepared at £60 (£50+vat) per report.

The demand of Rent in the absence of payment which will take the form of a series of telephone calls, emails and letters to the Tenant requesting payment. The Rent Collection Service does not include taking legal action against the Tenant regarding late or non – payment of Rent. If the Rent is paid late or there is non-payment of Rent, the Landlord will be notified at the earliest possible opportunity.

The Landlord will still be liable for Saxon Kings Commission and Fees and agrees to submit payment by bank transfer or cheque upon written demand. If no payment is received, Saxon Kings reserves the right to deduct the fee owed from other rent payments they have received from other properties owned by the Landlord.

## 8 Management Service 14.4% (12%+VAT)

The services included in addition to our Letting Service are as follows:

8.1 We will collect rent payments on your behalf as specified in the Tenancy Agreement.

8.2 We will arrange to pay on your behalf from rent received any outgoings such as renewal of safety certificates, utility bills, council tax, service charges, ground rent, insurance premiums etc. that we are made aware of. Saxon Kings cannot accept responsibility for the adequacy or otherwise of any insurance cover, nor can we verify service/maintenance charges, demands or estimates. Although we use our best endeavors and query any obvious discrepancies as we uncover them, we must emphasise that we are entitled to accept and will pay on your behalf demands and accounts, which appear to be correct at the time of such payments.

8.3 We will carry out property visits every six months after the commencement of the Tenancy and will continue to do so until the expiration of the Tenancy, unless otherwise instructed. It should be appreciated that any such visit will be of a cursory nature and will include only apparent or obvious defects and will not amount in any way to a structural or complete survey. Any further property visit by us or survey carried out by a qualified surveyor would be by special arrangement and subject to an additional fee.

8.4 Management includes the investigations of defects, which may come to our notice, or any defect, which is properly brought to our attention by the Tenant. Work costing up to £125 (+vat) for any one item will be dealt with as they arise by Saxon Kings without further instruction from the Landlord. Where works are likely to exceed £125 (+vat) as advised by the relevant contractor, we will contact you prior to instructing works except in the case of an emergency. We will endeavor to use any contractors that you have specifically nominated for repair work at the property but cannot guarantee to do so.

Where works, repairs, replacements or necessary repairs are likely to cost more than £350 (+vat) we will wherever practical submit to you proper estimates, the exception being cases of an emergency. Upon your acceptance of any estimates, providing that we are in receipt of funds, we will instruct contractors. For work arranged which exceeds £350 (+vat) Saxon Kings will charge an arrangement fee equivalent to 10% (+vat) of the total works invoice. Saxon Kings will charge the same arrangement fee for works carried out on your behalf which are not classed as routine maintenance.

8.5 We will hold a set of keys at our office to be used in the event of any emergencies. The Landlord must supply one set for each Tenant and in addition one set for Saxon Kings. If you are unable to supply the necessary keys, we will cut additional keys on your behalf at your expense in addition to an administration fee of £30 (£25+vat).

8.6 Where we are required to accompany non-Saxon Kings contractors, utility companies etc. to a Property a charge of £60 (£50+vat) per hour will be payable by the Landlord.

8.7 Where we are required to supply/provide and deliver or collect temporary heaters to a Property a charge of £60 (£50+vat) will be payable by the Landlord.

8.8 Where we are required to deliver and/or purchase on your behalf appliances or goods to a property, a charge of 10%+vat of the total cost will be payable by the Landlord.

## 9 Terms of Management

Unless otherwise agreed in advance, our appointment as managing agent is for the duration of the Tenancy and any subsequent renewal or extension thereof to the same Tenant, subject to three months written notice to terminate, in writing from either side. Saxon Kings may end the management service without notice if a landlord is in breach of their obligations under the tenancy agreement and does not provide us with funds or instructions to remedy this. From the moment of instruction and during the full term of management, we will hold a maintenance reserve of £150 from the rent received, to enable us to instruct works to be carried out on the property, both in an emergency and in the normal course of management. We reserve the right to reimburse this working balance out of net rent received from the Tenant. Such funds are held in Saxon Kings' client account and as the balance will fluctuate no interest is payable.

We cannot service any outgoings exceeding the amount held by us on your account. In particular please note, that in no circumstance will we arrange works prior to a letting (whether requested by the Landlord or the intended Tenant), unless we are already holding sufficient funds to cover the cost.

Our standard management as set out above and detailed in clauses 8 and 9 does not apply when the property is vacant. If you wish Saxon Kings to conduct a property visit whilst your property is vacant, our charge for this will be £60 (£50+vat).

## 10 Tenancy Agreement

We will, unless instructed otherwise draw up a Tenancy Agreement in accordance with current Housing Act legislation and insert any applicable extra clauses as necessary. The fee payable for the preparation and execution of the new tenancy and all associated administration is £174 (£145+vat). For familiarising ourselves with the Terms of any Tenancy Agreement provided by the Landlord / Landlord's Solicitor we will charge £150 (£125+vat).

## 11 Insurance

Your property and contents must be comprehensively insured. You must inform your insurers of your intention to let the property as failure to do so may mean rejection of any future claim.

## 12 Deposit

Unless otherwise instructed, the amount of deposit for each letting will be a maximum of 5 weeks rent. Where Saxon Kings register the deposit on your behalf a fee of £60 (£50+vat) will be charged for this service. Where Saxon Kings hold the deposit on your behalf it is as stakeholder; no interest will be payable. Saxon Kings is a member of an approved Tenancy Deposit Scheme.

Further details are available on request. If you decide to hold the Deposit yourself, we will transfer it to you within 7 days of receiving it. You must then register it with another Tenancy Deposit Protection Scheme within a further 7 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so, the Tenant can take legal action against you in the County Court. The court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition, a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 notice on your Tenant until compliance with the above conditions, and the Court will not grant you a possession order. Saxon Kings has no liability for any loss suffered if you fail to comply.

At the end of the tenancy covered by the Tenancy Deposit Scheme:

12.1 If there is no dispute Saxon Kings will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

12.2 If, after 10 working days following notification of a dispute to Saxon Kings and reasonable attempts have been made to resolve any differences of opinion, there remains a dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication. All parties agree to cooperate with any adjudication.

12.3 The statutory rights of either you/the Landlord or the Tenant to take legal action against the other party remain unaffected.

12.4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court.

However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

12.5 Saxon Kings must co-operate fully with the ICE and follow any recommendations concerning the method of the resolution of the dispute.

## 13 Inventories

Should you wish us to arrange on your behalf an inventory by an independent inventory company prior to keys being released, then you must advise us on page 20. We cannot be held responsible for any error or omission on the part of the inventory company. The fee for making the inventory is payable by the Landlord, the fee for checking in and also checking out the inventory is payable by the Landlord. The appropriate sums will be charged to meet the inventory company's invoice.

Saxon Kings will release keys to the tenant upon commencement of the Tenancy (subject to both parties having signed the Tenancy Agreement and cleared funds having been received).

## 14 Deposit Administration

At the termination of a Tenancy, subject to the Landlord having arranged an inventory initially, there will be a check out and schedule of condition of the property. Any missing items or damage which may have occurred during the Tenancy will be recorded and a copy will be sent to both the Tenant and the Landlord. The Landlord and Tenant will endeavor to mutually agree what amount, if any, is to be deducted from the security deposit. Saxon Kings shall administrate all paperwork and liaise with the relevant Tenancy Deposit Scheme should the Tenancy end in dispute. A fee of £120 (£100+vat) will be charged for the service. Where we are providing only our Letting Service, we will not become involved in any way in the agreement of deductions which must be negotiated directly between the Landlord and Tenant. In the event of any dispute, Saxon Kings reserve the right to refer the matter directly to the relevant Tenancy Deposit Scheme.

## 15 Instruction of Solicitors

Should any rent arrears or breaches of covenant be brought to our attention you will be informed. Thereafter should legal action be thought necessary, you will be responsible for instructing your own solicitor and for any fees or charges pertaining thereto. Saxon Kings cannot take legal action on your behalf, as the Tenancy Agreement is between the Landlord and Tenant, not ourselves. Should you wish us to serve a Section 21 or Notice to Quit on your behalf, our charge for this will be £120 (£100+vat). Should you wish us to attend court as a witness on your behalf, our charge for this will be £240 (£200+vat) per day or part thereof.

## 16 Income Tax

If you are a resident in the United Kingdom during the Tenancy, any rental income is treated like any other investment income and you will be taxed. You accept it is your responsibility to seek advice through an accountant or tax advisor in respect of this.
Saxon Kings must comply with Sections 971 and 972 Income Tax Act 2007, which is supported by the Taxation of Income from Land (Non-residents) Regulations 1995, SI 1995 No. 2902. The primary legislation was previously in Section 42A Income and Corporation Taxes Act 1988. If you are not a resident in the United Kingdom during the Tenancy you can complete an NRL1 form from HM Revenue and Customs. HMRC will contact you with an approval/exemption letter and a copy of this must be given to Saxon Kings. Once in receipt of this Saxon Kings are able to send rent direct to you with no tax deduction. We cannot accept any documentation unless it is from HMRC. A fee of £12 (£10+vat) will be payable on an annual basis for the tax declaration for non-UK residents with HMRC approval.

## 17 Incorrect Information

In the event that you provide incorrect information to us, which causes Saxon Kings to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate Saxon Kings for all losses suffered.

## 18 Money Laundering

Saxon Kings require proof of identity and residency from you in order to comply with current legislation. This must be in the form of photographic identification such as a passport or driving license in addition to a utility bill or bank statement dated within the previous three months and showing your current address. You will be asked to provide a copy of your title deeds as proof of ownership, if this cannot be provided we will source them on your behalf at cost of £12 (£10+vat).

## 19 Purchase

In the event that a sale of the property should arise directly or indirectly as a result of the letting to the Tenant, leading to an exchange of contracts, we will be entitled to commission on the sale at the rate of 1% of the sale price. This commission will become payable once the sale has completed or one month after exchange of contracts, whichever date is sooner.

## 20 Sale

In the event that you sell the property that we have let for you and the Tenancy is to continue, then it is in your own interest to ensure that the purchaser agrees to pay the commission due to us in respect of the remainder of the Tenancy (including any extension), after completion of the sale. If this is not done you will be liable to pay it yourself even though you no longer receive the rent.

## 21 VAT

Value Added Tax will be chargeable on all commission at the prevailing rate. This rate may change from time to time and the total cost will change accordingly. Sarah Hope trading as Saxon Kings, with VAT number GB 213 5946 13

## 22 Withdrawal Liability

In the event of the Landlord withdrawing the property from the market, after the proposed terms of the Tenancy have been confirmed in writing with satisfactory references you agree to cover all Saxon Kings costs incurred up to the sum of £600 (£500+vat).

## 23 Variation of terms

Any variation of the foregoing Terms and Conditions will only be valid if agreed in writing by a Director of Saxon Kings. Should you require us to sign a tenancy agreement or any additional documents on your behalf you must request this in writing and if agreed these will be signed by Sarah Hope, Managing Director.

## 24 Complaints

We always try our best to provide you with great service. In the unlikely event that you are unhappy with the service we offer, we would ask that you first speak to one of our team. If you are not satisfied by their response or solution, please address your complaint in writing to them. They will acknowledge your complaint within 5 working days. A thorough investigation will be carried out and response in writing will be provided to you within a further 10 working days. If you still wish to complain, you should refer your complaint to a Director of Saxon Kings, 135 Kings Road, Kingston, KT2 5JE. They will acknowledge your complaint within 3 working days and will respond, in detail, within 15 working days.

In the unlikely event that you still remain unsatisfied and after following our complaints procedure you may, within 6 months, refer your complaint to:

The Property Ombudsman
Milford House, 43-55 Milford Street,
Salisbury, Wiltshire, SP1 2BP

Website: www.tpos.co.uk.

Following this complaints procedure does not affect your legal rights.

## 25 Data Protection and GDPR

We review our retention periods for personal data on a regular basis. We are legally required to hold some types of information for certain prescribed periods to fulfil our legal obligations. Saxon Kings will continue to store only the personal data needed for six years after the contract has expired to meet any legal obligations. After six years any personal data not needed will be deleted.
Outside of specific legal obligations, we will hold your personal data on our systems for as long as is necessary for the relevant purposes for which we use it, or in accordance with any retention periods set out in any relevant contract you hold with us. Further details on this are available from our lettings team.

# Fees

| Administration Fees | Excluding vat | Including vat |
|---|---|---|
| Initial tenancy agreement negotiation and preparation charge | £145 | £174 |
| Tenant Right to Rent checks | £50 | £60 |
| Supervision of an agreement presented by a third-party to the landlord | £200 | £240 |
| Negotiating addenda to tenancy agreement | £50 | £60 |
| | | |
| **Commissions** | Excluding vat | Including vat |
| Letting Service | 8% | 9.6% |
| Letting & Rent Collection Service | 10% | 12% |
| Letting & Management Service | 12% | 14.4% |
| Management Service for existing tenancies | 6% | 7.2% |
| Minimum Lettings Fee | £750 | £900 |
| | | |
| **Deposit** | Excluding vat | Including vat |
| Protection of security deposit with DPS | £50 | £60 |
| To respond on your behalf to your tenants deposit/deposit replacement guarantee product dispute (only available with Management Service) | £100 | £120 |
| | | |
| **General** | Excluding vat | Including vat |
| Annual statement of income and expenditure | £50 | £60 |
| Annual tax declaration for non-UK resident with HMRC approval | £10 | £12 |
| Copy statements (each month's statement, or part thereof) per request | £10 | £12 |
| Additional property visits at your request – price per visit | £50 | £60 |
| Repairs (full management only) when the net cost of works exceeds £350 plus VAT and an estimate is necessary – based on the total net invoice of works | 10% | 12% |
| Court attendances – per day or part thereof | £200 | £240 |
| Service of Section 13 Notice at Landlords request (rent increase notice for a statutory periodic assured shorthold tenancy) | £50 | £60 |
| Service of Section 21 Notice or Notice to Quit at Landlords request (only available with Management or Rent Collection Services) | £100 | £120 |
| Key cutting on your behalf (excluding the cost of the keys) | £25 | £30 |
| Right to Rent re-check (whenever required by law) | £50 | £60 |
| Tenant / guarantor referencing per person | £5 | £6 |
| Tenancy agreement (whenever required for renewal of an existing tenancy or to change an existing agreement) | £145 | £174 |
| Title Deed Fee | £10 | £12 |

# Landlord Guide - Saxon Kings Terms & Conditions of Business

To proceed, please confirm your instructions by signing this document with the sections below completed. You should read carefully to ensure that these terms and conditions are comprehensive and that you are not entering into any agreement that you may later dispute.

Property address:_ _____('the property')

I, _____(Name) declare that: I am the sole legal owner of the property

OR I am the joint owner of the property with; _____

on whose behalf I am authorised to give these instructions to Saxon Kings.

I agree to and accept Saxon Kings' Terms and Conditions, clauses 1 to 25 (inclusive) as set out in their Landlord Guide and acknowledge receipt of a copy.

## The services which I require are:

Full Management Service ☐

Rent Collection ☐

Letting Service ☐

I instruct Saxon Kings to prepare and issue a tenancy agreement as per clause 10 of their terms and conditions: YES / NO

I instruct Saxon Kings to protect the Security Deposit as per clause 12 of their terms and conditions: YES / NO

## I authorise Saxon Kings to instruct contractors on my behalf to carry out the following:

Energy Performance Certificate ☐

Gas Safety Certificate ☐

Electrical Inspection ☐

Smoke & Carbon Monoxide Alarms ☐

Inventory Preparation ☐

Check in & Check out ☐

## For tax purposes, I declare that for the duration of the tenancy agreement I shall be:

Resident in the UK ☐

Non-resident in the UK ☐

I also declare that should my status change during the tenancy, I will notify Saxon Kings immediately. I require all payments to be made to the UK Bank details below:

Bank Name:_____

Account in the name of:_____

Account Number:_____

Sort Code:_____

I/we declare that I/we have obtained all the necessary consents to let the property. I/we declare that there is no reason known to me/us why I/we should not let or offer to let the property. I/we confirm that all upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied to the property and forming part of the proposed letting (including later replacements) do and will comply with the Furniture & Furnishings (Fire) ( Safety) Regulations 1988 and the Furniture & Furnishings (Fire) (Safety) (Amendments) Regulations of 2010.

I/we confirm that all gas appliances supplied within the property comply with Gas Safety (Installation & Use) Regulations 1998.

I/we confirm that all electrical installations and appliances within the property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and the Electrical Equipment (Safety) Regulations 2016.

I/we confirm that the property complies with the Homes (Fitness for Human Habitation) Act 2018.

I/we accept that I have full responsibility for ensuring that I/we comply fully with the requirements before and during the letting of the property. I/we confirm that there are no major repairs, construction or maintenance works which I/we am aware of due to be carried out, or in need to be carried out to the property, or any adjoining property which the property forms a part of.

## I enclose the following documents to comply with the Money Laundering Regulations 2017:

(N.B. You must provide one of the following as proof of ID for each legal owner).

Colour copy of valid passport ☐

Colour copy of valid driving license ☐

You must provide one of the following dated within the past 3 months as proof of your current home address for each legal owner:

Council Tax Bill ☐

Utility Bill ☐

Bank statement ☐

Print Name: _____

Signed: _____Date: _____