



# LANDLORD: TERMS OF BUSINESS






## Advertising and Finding a Contract Holder or Guest

WHAT WE DO	GUARANTEED INCOME	FULLY MANAGED	LET ONLY
Fully appraise your property	👍	👍	👍
Advertise your property	👍	👍	👍
Negotiate terms of the standard occupation contract	👍	👍	👍
Carry out contract-holder referencing	N/A	👍	👍
Prepare and complete standard occupation contract/licence agreements	👍	👍	👍
Collect and protect deposit	N/A	👍	👍



















## Safety and Compliance Checks

WHAT WE DO	GUARANTEED INCOME	FULLY MANAGED	LET ONLY
Arrange for Energy Performance Certificates (EPCs) to be completed	👍	👍	If requested (charges apply)
Rent Smart Wales Licencing	👍	👍	👎
Carry out all compliance certificates (costs applicable)	👍	👍	If requested (charges apply)
Automatically inform Welsh Water of new contract holders in properties	👍	👍	👎
Inform relevant councils of change of standard occupation contract	👍	👍	👎
Carry out full inventory	👍	👍	If requested (charges apply)
Carry out closing inspection	👍	👍	If requested (charges apply)

## Throughout Your Standard Occupation Contract

WHAT WE DO	GUARANTEED INCOME	FULLY MANAGED	LET ONLY
Rent collection and processing	N/A		
Chase rent arrears	N/A		
Arrange maintenance where required			
Carry out an interim inspection			
Carry out property improvements reports			
Assist with deposit-return processes	N/A		
Assist with moving out and end of standard occupation contract			
Negotiate renewal of standard occupation contract (if requested)	N/A		If requested (charges apply)

## Utilities, Bills and Monthly Property Cleans

WHAT WE DO	GUARANTEED INCOME	FULLY MANAGED	LET ONLY
Set up utility bills			
Administer bills and arrange payments (gas, electricity, water, Wi-Fi)			
Deal with billing enquiries			
Manage fair usage policy with contract holders			
Deal with council tax and student exemptions queries			
End of standard occupation contract full clean			

## Dear Landlord

### RE: Your Terms of Business with Pinnacle for your managed property

Thank you for inviting us to act as your agent. Please read the terms of business as laid out in this document.

## Guaranteed Income

You have agreed that your guaranteed income will be paid one month in arrears from the start of the agreement.

You will receive £  per calendar month on the  and on  of the agreed half-rent period.

You will receive £  per calendar month on the  and on the  of each subsequent month for the duration of the Standard Occupation Contract.

The agreed term is  months\*

Agreed term from date	Agreed term to date	Income per Calendar Month (£)	Half-rent Period

This includes a monthly reactive maintenance\*\* budget of £  ex. VAT

\*Early exit fee applies – see *Terminating This Agreement* section

\*\*Defined in the *Guaranteed Income Maintenance Budget* section.

## Rent

The rent and deposit information are confirmed in the landlord instruction and may fluctuate with the market. We will discuss any changes with you. We will advertise the property as being available from a selected date as well as the rent per calendar month.

Property Address	Date Available From	Rent Per Calendar Month (£)

## The Standard Occupation Contract Deposits

A deposit of £INSERT DEPOSIT will be collected and held by us, as the 'Agent as Stakeholder' under the terms of the Standard Occupation Contract Deposit Scheme (TDS): [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

All deposits will be registered and held by the TDS' Custodial Scheme: [www.tenancydepositscheme.com/tds-custodial](http://www.tenancydepositscheme.com/tds-custodial)

Property Address	Deposit (£)

## Additional Standard Occupation Contract Terms

We understand that the following additional terms are to be included in our standard occupation contract agreement;

Additional Standard Occupation Contract Terms
Additional terms may be amended for future tenancies. Any changes will be discussed with you.
Enter additional term here or leave blank if nothing required:

## 'To Let' Board

We both agree that we can place a 'To Let' board on the property to maximise the marketing potential (not applicable in Cathays or Roath, Cardiff).

## Viewings

We will arrange access for viewings via text message or phone call to occupants as applicable. Prospective contract holders will always be accompanied on viewings.

## When We Let Your Property

We will proceed with all details contained in your instruction, so please take time to ensure that all details are correct. Additionally, we will sign the prescribed information relating to standard-occupation-contract deposits on your behalf.

## Holding Deposit

The holding deposit is paid to take your property off the market and reserve it for a prospective contract holder(s) whilst we complete the contract-holder referencing process. The holding deposit is collected from the contract holder as one week's rent in advance and will be assigned to us as pre-payment of management fees for the standard occupation contract. We can only legally hold this deposit for 15 days unless an extension is agreed in writing with the

prospective contract holder(s) and yourself. If agreed, we will confirm in writing upon your behalf and keep you updated until the standard-occupation-contract agreement is signed.

If the prospective contract holder(s) do not take reasonable steps to provide the details we require or provide misleading information, we reserve the right to retain the holding deposit in full. Should this instance arise we shall re-advertise your property and look to source new contract holders at the nearest opportunity and shall keep you informed.

## Referencing

When we reference professional contract holders, we will carry out a credit check, obtain proof of ID, nationality, employment and confirm salary. If the credit check is in any doubt, we will contact you.

With students, we check their status by taking a copy of their college/university identification card, and do not carry out credit checks. With overseas students we take copies of their passports and student visas.

We will contact you and take further instruction on how you wish to proceed with additional vetting of the prospective contract holder and guarantor(s).

## Guaranteed Income

On this package you will be paid a set agreed amount for the fixed term, regardless of whether we have let the property or not. Your payment dates and term are detailed in the *Guaranteed Income* section. You agree that any relevant costs or outgoings can be offset against the agreed amount.

You permit us to let your property on a standard occupation contract, a licence agreement or a company letting agreement. You agree that Pinnacle is entitled to any income derived from the occupation of the property during the term of the *Guaranteed Income* package and that this income does not constitute client monies.

At the end of the package agreement, if the property is vacant, it will be returned in a clean condition subject to any wear and tear as per depreciation and TDS guidelines. If the property is occupied, then you agree to honour the standard-occupational contract or company letting agreement in place.

## Guaranteed Income Maintenance Budget

Pinnacle will carry out reactive maintenance at no cost to the landlord up to the amount specified in the *Guaranteed Income* section. This only applies to using Pinnacle's in-house maintenance operatives. This excludes domestic appliance repairs, gas and electrical repairs, certificates and the replacement of furniture or furnishings. The budget is monthly and is not accumulative i.e. it does not roll on to the next month. If a repair exceeds the budget, then you will only pay the additional amount. There is no guarantee for work carried out through the maintenance budget.

Default budget: £150 + VAT

## Collecting Rent (not applicable to *Guaranteed Income* package)

We will collect the rent via standing order (and debit card) from the contract holder, and if the payment is late, we will chase them for the rent outstanding. This will be first by text message and then by directly calling them for payment by card over the phone. If unsuccessful we will contact their co-contract holders, guarantors, parents, and next of kin (if applicable).

If we are unsuccessful after rent chasing, we will contact you to advise and discuss the next steps.

You may need to instruct a solicitor at this point to pursue the debt. This may result in court proceedings and cost to yourself.

Rent collected from the contract holder in advance of the rent due date will be assigned to us as a prepayment of management fees. On the rent due date, the money will be reassigned to you as rent collected.

### **Paying Your Rent (not applicable to Guaranteed Income package)**

We will pay any rent due to you within 6-7 working days of receiving payment from the contract holder or guest occupant to the bank account number that you have provided us. If at any future time you change bank account details with us, please make sure that you provide us with those new details and that we confirm by email that we have changed those details on our system.

### **Property Management and Maintenance**

You agree to meet the Rent Smart Wales code of conduct requirements to ensure there is no risk to the contract holder(s), and that you will be responsive to contract holder(s) requests for repairs in reasonable timescales, this is applicable if Pinnacle arranges maintenance works on your property/properties, or if you arrange maintenance yourself.

If you arrange maintenance or certificates yourself, then it's your duty to provide the contract holders with the required documentation within the timeframes set out by the Renting Homes (Wales) Act 2016 or by Rent Smart Wales. You should provide us with a copy at the same time. No rent is due where certain maintenance/safety certificates are not provided to the contract holders within 7 days of the safety assessment being carried out. You agree that guaranteed income payments are also not due where the Renting Homes (Wales) Act 2016 specifies that rent is not due.

To ensure you/we meet Rent Smart Wales' requirements, we will hold a £200 float on your property account (excluding VAT) to attend to repairs required on your property and will keep you updated on any works that are to be completed.

If there are insufficient funds on your account, we may not be able to proceed until we have contacted you to obtain further payment or direction. In an emergency, we shall proceed, and you agree to pay any outstanding balances within 48 hours from your rental account or as a direct payment if insufficient funds are held on your account.

If you live overseas or your contract holder pays 6 or 12 months' rent in advance, then we may require a larger float to enable us to effectively carry out works. We will contact you to arrange this.

It is important that we know what action to take when managing your property (we call this your *Maintenance Preferences*), you can add to, or change these maintenance preferences by contacting us.

Contractors are charged a processing fee that is charged for completing maintenance works and we may receive a commission payment from them. This is charged to the contractor for arranging maintenance works, communications on their behalf, and invoice processing.

### **Inventory and Inspections at Your Property (not applicable to *Guaranteed Income package*)**

With the introduction of Tenancy Deposit Protection legislation in April 2007, the need for an accurate and thorough inventory is paramount in winning potential claims against contract-holder deposits at the end of each standard occupational contract. You must instruct us in writing if you require us to create an inventory. You accept that Pinnacle's maximum liability from any errors or omissions in the inventory is three times the fee charged for creating the inventory.

We will carry out an inspection at least once during the standard occupational contract and will report the findings to you by email.

## **The End of the Standard Occupation Contract (not applicable to *Guaranteed Income* package)**

We will contact the contract holders near the end of the standard occupation contract to establish whether they wish to extend, renew or allow their standard occupation contract to carry on, or we may serve a notice to end the contract. We will inspect and compare the property to the inventory and if necessary, liaise with the contract holders over proposed charges to their deposit and organise for any maintenance or cleaning to be carried out.

If there are any deposit deductions, we will inform you in due course, instruct the contractor and then charge the invoice against your account. If this does not relate to rent arrears and is less than £200, we will not seek to recover this cost from the contract holder. If the cost is over £200 then we will evaluate whether a claim against the contract holder's deposit has a reasonable chance of success. If it has a reasonable chance of success, we will prepare a claim against the deposit and follow the process set out by [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

## **Property Ombudsman**

We are members of the Property Ombudsman and comply with their code of practice which can be found on their website: [www.tpos.co.uk](http://www.tpos.co.uk)

If at any point you wish to make a formal complaint, please visit our website and complete the complaints form. The complaints form and procedure can be found here: [Complaints Form](#)



## OUR PACKAGE FEES

### Letting Set-Up Fee

of the monthly rent + VAT

Charged when we sign the Standard Occupation Contract or when you instruct Pinnacle to create your Guaranteed Income agreement; which may be days, weeks or even months before the Standard Occupation Contract starts.

We will charge this fee to your account, and if there are insufficient funds, we will then contact you to make payment, which is due within 5 days.

A letting set-up fee will be charged every time a Standard Occupation Contract is signed. Please inform us immediately if you do not want to proceed with us signing the Standard Occupation Contract.

We will continue to re-let your property unless informed otherwise.

### Direct Approaches

You agree to pay the letting setup fee on receipt of the invoice within 7 days if you enter and sign a standard occupation contract where:

- You directly approached the contract holder(s) who viewed your property through us as the agent.
- The contract holder(s) directly approach you having viewed the property through us as the agent.

### Ending a Standard Occupation Contract

If instructed in writing, we will serve notice on the contract holders in your property, which will enable you to apply for possession. Notices served will depend upon your standard occupation contract stage and will be discussed with you before any action is taken. Additional charges may be incurred for this service.

### Renewals and Periodic Tenancies

If the standard occupation contract or Guaranteed Income agreement is renewed or extended by a fixed-term period, then a fee will be charged for this service. This cost will be discussed with you at the time.

### Monthly Management Charge

We charge this depending on the rent collected. It is an ongoing management fee of % plus VAT as agreed and per your landlord instruction.

The fees stated in these terms are correct at the time of issue and we reserve the right to update them with one month's notice in writing. Please visit our website [www.pinnacle-group.com](http://www.pinnacle-group.com) or contact our Cardiff office on 02920 102 128 or [enquiries@pinnacle-group.com](mailto:enquiries@pinnacle-group.com) for the most up to date fees.



## INVENTORY CHARGES

We apply an inventory charge at the start of each new standard occupation contract (excluding renewals) or at the beginning of a guaranteed income agreement and send you a copy of the inventory.

Subject to the number of bedrooms, we charge:

	Exc. VAT	Inc. VAT
Unfurnished (3 beds or under)	£169	£202.80
Furnished (3 beds or under)	£216	£259.20

*Note: Properties with 4 beds or more will be quoted when needed.*

## Tax

We can provide you a part completed self-assessment tax report on request. However, you are responsible for preparing and submitting a full tax return.

## Non-Resident Landlord (NRL)

If you are a Non-Resident Landlord (Overseas) please supply us with your NRL exemption number. Unless we receive your exemption number, we are required to deduct tax and pay to the Inland Revenue on your behalf.

## Liability

As your agent, we cannot be held liable for:

- Any damages or costs against the property
- Costs of recovering rents not paid by contract holders (not applicable to the *Guaranteed Income* package)

- Costs associated with deposit damages or decisions by the TDS (not applicable to the *Guaranteed Income* package)
- Costs or loss of income (rent or guaranteed rent) should the property be deemed unfit for human habitation
- Your Tax liabilities

## Selling Your Property

If you decide to sell your property while there is a Standard Occupation Contract in place, please inform your solicitor and the new owners that these terms are in place. The new owners need to be made aware that they will take on the responsibility of the Standard Occupation Contract and these terms of business.

## Terminating This Agreement

This agreement can be terminated by either party by serving three months' notice in writing.

For the managed service we charge £299 plus VAT ending standard occupational contract admin fee, but do not charge this if you end the service on the last day of the standard occupational contract. We reserve the right to apply this charge on the date you give us notice. However, it will be refunded if the management continues to the last day of the standard occupational contract.

For the guaranteed rent package we charge the equivalent of 24% of the guaranteed rent payments not yet made for the remaining term of the agreement. We reserve the right to apply this charge on the date you give us notice.

Furthermore:

- We will deduct any repairs or purchases for your property.
- You will honour any Standard Occupation Contracts in place or those which may not have started yet.

## Our Right to Withdraw

We reserve the right to withdraw our service to you under the following conditions:

- If you have breached any part of your safety obligations to your contract holders.
- If you have not obtained the correct licences for your premises.
- If you have failed to carry out mandatory safety checks on your property.
- If your property is deemed unfit for human habitation.
- If your fixtures and fittings do not comply with the *Fire Safety Regulations (1988)*.
- If there is any other breach of this agreement.
- If we deem anything illegal, immoral or is putting people or property at risk.

## Your Right to Cancel

If you sign this contract 'off premises', whereby you sign this contract at any location other than our business premises and without one of our employees present, then you will be entitled to cancel this contract within 14 days.

The 'cancellation period' is from the date signed on this agreement and you must inform us in writing of your wish to cancel before the end of the cancellation period.

If you exercise your statutory right to cancel, we will reimburse you any fees charged as part of this contract.

Any requests to cancel should be within this 14-day period and in writing. Failure to do this will result in charges should you attempt to cancel a contract.

# ADDITIONAL INFORMATION AND TERMS

We may from time-to-time charge for additional services.

Certain situations may arise that require you as a landlord and us as agent to carry out meetings and tasks that are not within our normal management service.

These may include:

- Preparing and signing guarantor agreements.
- Onsite meetings with the council regarding HMO licensing.
- Completing and submitting HMO licensing applications on your behalf.
- Administering disputes that go to *The Deposit Service ICE*.
- Administering information for legal proceedings.
- Attending court.
- Preparing and sending out self-assessment tax reports.

In all cases, we will contact you and confirm before carrying out the meeting or task.

**We do not provide legal advice. Please ensure you obtain professional legal advice, should an issue with your property arise**

## Legal Permissions

Prior to the above we need to ascertain that you have legal permission and have authority to agree to these terms to let out the property.

We therefore need to verify that you:

- Are the freehold owner of this property.
- Confirm that you have comprehensive building insurance for the appropriate type of occupants for the relevant properties.
- Or if a leaseholder that you have permission to let the property from the freeholder.
- Have consent from the mortgage company to rent the property (if you have a mortgage).
- Are entitled to all rent from the property.
- Have given us all the relevant information regarding the property, especially information which may affect the contract holder's use of the property.
- Understand that if the information given is wrong, which then causes legal proceedings to be taken; you understand and agree to reimburse Pinnacle reasonable costs associated to the legal proceedings.
- Verify your identity under the *Proceeds of Crime Act (2002)* and *Money Laundering Regulations (2007)*

## Data Protection

We take your privacy seriously and fully comply with the General Data Protection Regulations 2018 (GDPR) legislation. Our privacy notice can be found here: <https://pinnacle-group.com/company-info-and-privacy-policy> which details how we hold your data and how we use it to perform our duties as a letting agent.

## Discrimination Policy

We will inform you if you specify or select contract holders that do not meet our *Selection and Discrimination Policy*. That is, we do not restrict the letting of the property by: age, disability, race, religion, sex or sexual orientation.

Equal opportunities policy can be found here: <https://pinnacle-group.com/assets/d5f2f9ea/files/Pinnacle-Letting-Agents-Cardiff-Equality-Policy-2023.pdf>

## Third-Party Suppliers

We may from time to time use the services of a third party for our contract holders, such as in the case of utility providers. We may receive a fee or commission from these parties for introducing their services.

## Legal Compliance

There are a number of pieces of legislation in place which govern how our business operates. We are committed to following and upholding the following pieces of legislation to ensure consumers/ contract holders/ landlords are protected and that business operations meet these and all other standards:

- *The Consumer Rights Act 2015 (CRA)*
- *The Consumer Protection from Unfair Trading Regulations 2008 (CPRs)*
- *The Business Protection from Misleading Marketing Regulations 2008 (BPRs)*
- *Housing Act 2014 (Wales)*
- *Renting Homes (Wales) Act 2016*
- *Renting Homes (Amendment) (Wales) Act 2021*

## Overview of Fees

Below is a list of our current fee structure. All fees are correct at time of issue and we reserve the right to amend and update the fee structure at any time and by giving you one month's notice in writing.

Letting Set-up Fees	
THE FEE DUE ON LETTING THE PROPERTY	
Guaranteed Income	60% of a month's rent plus VAT
Fully Managed	75% of a month's rent plus VAT
Let-Only/Contract-Holder-Find	100% of a month's rent plus VAT
Renew Standard Occupation Contract	45% of a month's rent plus VAT
Contract Holder Swap	£110 plus VAT (£132)

Monthly Fees	
Guaranteed Income	No Fee
Management fee	8% to 12% plus VAT of rent collected.

Other Fees		
	Ex. VAT	Inc. VAT
<b>Converting a tenancy agreement into an Occupation Contract</b> - this is the administration and issuing of paperwork required by the <i>Renting Homes (Wales) Act 2021</i> .	£200	£240
<b>Deposit registration</b> - The charge for registering a security deposit taken from the contract holder with the Tenancy Deposit Scheme.	£45	£54
<b>Deposit referral</b> - The charge for preparing documentation for The Dispute Service where the contract holder or landlord has referred a claim to them.	£60	£72
<b>Landlord monthly statement</b> - this is a charge for paper copies to be sent monthly, however, is charged on an annual or quarterly basis.	£7.50 per quarter	£9 per quarter
<b>Proof of ownership check</b> - this is chargeable if we need to verify you as the legal homeowner of the property you are renting	£20	£24
<b>Issuing Notices or issuing new Written Statements with minor variations to the Standard Occupation Contract</b> - this is issuing notices such as RHW3 change in landlord's identity and sending out a new Written Statement for minor changes such as pet clauses	£69	£82.80
<b>Valuation letter to mortgage company</b> - this is on a request basis if you need it for a mortgage application or remortgage.	£50	£60
<b>Additional non-standard property visits</b> - this could include, but is not limited to, ad-hoc HMO and Council inspections or other visits of this nature.	£50	£60
<b>Court attendance</b> - chargeable if you request us to accompany you to court.	£250 per visit	£300 per visit
<b>EPC</b> - this is a mandatory certificate for all properties. We are not legally able to advertise your property without this.	£109	N/A
<b>Gas safety certificate</b> - this is a mandatory certificate for all properties with a gas supply. There must legally be a valid gas safety in place when the standard occupation contract begins.	£60	N/A
<b>HMO application charges</b> - chargeable if you require us to fill out your HMO forms and liaise with the council on your behalf, this includes gathering all certification and attending the HMO appointments.		
<b>First Time Application Charge</b>	£299	£358.80
<b>HMO Renewal Charge</b>	£249	£298.80
<b>Terminating agreement</b> - charged if the agreement is terminated midterm.	£299	£358.80



## YOUR OBLIGATIONS AND RESPONSIBILITIES

### **Your Indemnity**

We will act on your authority to let the property and sign the standard occupation contract on your behalf as the landlord. You as the landlord will indemnify us against any claims and liabilities incurred by you in the activity of the standard occupation contract and the property.

### **Ensuring Your Property is Fit for Human Habitation**

The Renting Homes (Wales) Act 2016 requires a property to be fit for human habitation. This includes prescribed requirements such as electrical safety, smoke alarms and carbon monoxide alarms as well as addressing any issues raised under the 29 hazards in the Housing Health and Safety Rating System (HHSRS). Pinnacle does not accept any liability arising from a property being deemed unfit for human habitation. The Renting Homes (Wales) Act 2016 states that no rent is due if the property is not fit for human habitation. You agree that guaranteed rent payments are not due for any periods your property is deemed not fit for human habitation.

## Change of Landlord Details

You agree to immediately inform us of any changes to your identity, address or contact details. The Renting Homes (Wales) Act 2016 requires the contract holder to be informed within 14 days of any of any changes in the landlord's identity or address.

## Furniture and Fittings

Soft furnishings must comply with the *Furniture and Furnishings (fire) (safety) Regulations 1988*, and you are responsible for maintaining the supplied furniture and fittings. Any furniture or fittings not complying with these regulations must be removed prior to a standard occupation contract commencing.

## Gas safety, Carbon Monoxide and Solid Fuel Appliances

You confirm that if your property has a gas supply that there is, or will be when the standard occupation contract commences, a valid Gas Safety Certificate and Carbon Monoxide detectors in the required places. If your property has a solid fuel appliance, then a Carbon Monoxide detector is also required.

## Houses of Multiple Occupation and Additional Licencing

Landlords of *Houses of Multiple Occupation (HMO)* are responsible for fully managing all requirements and responsibilities associated with the properties. You are responsible for the registering of the property with the council as an HMO, completing works and obtaining the necessary licences and certificates.

You will be responsible for testing all fire alarms and recording this, unless you instruct us to carry out this task on your behalf.

## Rent Smart Wales

You agree to register with *Rent Smart Wales* and comply with all requirements set out by them under the Housing (Wales) Act 2014. If you do not comply with these requirements and fail to register within a 12-week period of grace, it is a condition of our licence that we pass your details to them, which in turn, may lead to enforcement action.

We may be unable to let your property and may give you notice to terminate your contract if you fail to comply with legal and safety requirements required of you, and/ or if you breach any area of the Rent Smart Wales Code of Conduct.

## Income Tax and NRL

You must notify us immediately if you are or become a non-residential landlord, under the Taxation of Income from *Land (Non-residents) Regulations (1995)* and *The Finance Act (1995)*, to enable us to meet our HMRC requirements. We will not be liable for any charges or penalties imposed by HMRC.

## Contractors

You are responsible for any works undertaken by contractors, both by whom you instruct and when instructed by us, acting upon your behalf. You must ensure you have funds available to pay contractors for all works undertaken and are solely responsible for ensuring the payment is made upon completion of the works. For larger works, a deposit will be required prior to the work being carried out at your property. We reserve the right to not carry out the works until a deposit is received.

If you appoint your own contractor to complete works you confirm you have ensured they have professional indemnity insurance and public liability insurance where applicable and that they are fully certified and qualified to complete works. You also confirm that you have witnessed their certification, it is in date and you annually obtain a copy.

When appointing your own contractor to complete property works you agree to complete this in line with the Rent Smart Wales Code of Practice and the requirements of the Renting Homes (Wales) Act 2016.

## **Fire Alarm Systems**

Mains operated smoke alarms are required in all properties. You agree to service and maintain these smoke alarms, fire alarm systems and sprinkler installations in line with relevant legislation and regulations and where appropriate the conditions of your HMO licence. If you arrange any test or checks then you will provide us and the contract holder with the outcome within 7 days of the test.

If your property is an HMO and requires a local authority monthly inspections and reports on the fire alarm system, you confirm that you are responsible for the checks and shall record this, unless you instruct us to manage and record this for you (charges shall apply).

You confirm that:

If you are responsible for the check, you will email us, monthly, a photo of the check and the written entry in the fire alarm log.

## **EPC (Energy Performance Certificate)**

In order to comply with *Minimum Energy Efficiency Standards* (MEES), you agree to provide a valid EPC prior to advertising your property in order for us to advertise and let the premises. The EPC must meet minimum standards, ratings and exemptions, and to be compliant with all MEES Standards. We can arrange for a contractor to assist you with this however charges will apply. We will not be able to let your property or proceed with any contractual arrangement without a valid EPC.

Furthermore, the Renting Homes (Wales) Act 2016 requires a valid EPC to be in place at all times during an occupation contract and that the contract holder is provided with a copy within 7 days of the survey.

## **Legionella**

You agree to have a risk assessment carried out and to provide a current report. You are responsible for taking all necessary measures to meet safety requirements and have a record of these. You are responsible for arranging these tests unless you instruct us to carry them out on your behalf (charges will apply).

## **Electrical Installation and Portable Electrical Appliances**

All properties require a valid *Electrical Installation Certificate* and the contract holder must be provided with a copy within 7 days of the test. You undertake that any electrical appliances provided are safe and we would recommend carrying out annual Portable Appliance Testing to ensure they remain safe. We can arrange this upon your instruction.

## **Health and Safety**

Health and Safety is the responsibility of the property owner. The standard requirements for landlords have been listed above, however if any additional work is being carried out on your property, additional health and safety standards may apply. It is your responsibility to ensure that the property is fully compliant with all aspects of Health and Safety at all times\*.

Contracts with Pinnacle are only valid and able to commence if the property is habitable and meets legal and Health & Safety requirements. The property must be presented clean and have vacant possession upon the start date of the standard occupation contract and any contractual agreements with Pinnacle. We will request and require a variety of legal documentation and safety certification from you in order to let your premises. Without required documentation we will not be able to proceed with any legal arrangement with you.

*\*We are able to support you to carry out the tasks listed under 'Your Obligations and Responsibilities'. You MUST request these; they will not automatically be carried out and charges will apply.*

## **Confirmation of These Terms of Business**

We will continue re-letting your property unless you inform us otherwise in writing. Please be aware we may re-let your property many months in advance of the standard occupation contract start date.

From the first time we advertise your property you will have accepted these terms of business.

## **Withdrawing Offers from Contract Holders**

If you choose to withdraw an offer to a contract holder(s) then you will indemnify us of all costs associated with that decision.

## **Notice to Change Our Terms of Business**

We reserve the right to change and update our terms of business. Please contact the Cardiff branch on 02920 102 128 or email [enquiries@pinnacle-group.com](mailto:enquiries@pinnacle-group.com) for a copy of the most up to date terms of business.

## **Electronic Communications and Signatures**

You agree to us contacting you via email and text and serving notices and documentation electronically. In most cases, for paperwork that requires a signature from you or the contract holder we use *DocuSign* (an electronic signature company) to facilitate this.

Any future standard occupation contracts (not applicable to Guaranteed Income) will be confirmed by 'Instruction letter' sent by email.

If you have read and understood our terms of business and wish to instruct us as your agent please print your name, sign and date below.

Name: .....

Signature: .....

Date: .....

If you have any questions, please do not hesitate to let us know.

### Marketing preferences

We would like to stay in touch with you for a period of up to two years after our business relationship comes to an end, so we can update you on any changes to services or offers that may be of interest to you. Please indicate which of the following communication methods you would like us to use (if you are a current client, we will continue to make contact as per your current consent and in line with GDPR guidelines unless instructed otherwise by yourself):

Email:  Telephone:  Letter/Post:

