

LANDLORD: TERMS OF BUSINESS



PINNACLE[®]
Serviced Accommodation & Lettings





















Advertising and Finding a Tenant or Guest

WHAT WE DO	GUARANTEED INCOME	FULLY MANAGED	LET ONLY
Fully appraise your property	👍	👍	👍
Advertise your property	👍	👍	👍
Negotiate terms of the tenancy	👍	👍	👍
Carry out tenant referencing	N/A	👍	👍
Prepare and complete tenancy/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 tenants in properties	👍	👍	👎
Inform relevant councils of change of tenancy	👍	👍	👎
Carry out full inventory	👍	👍	If requested (charges apply)
Carry out closing inspection	👍	👍	If requested (charges apply)

Throughout Your Tenancy

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 interim inspections			
Carry out property improvements reports			
Assist with deposit-return processes	N/A		
Assist with moving out and end of tenancy			
Negotiate renewal of tenancy (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 tenants			
Deal with council tax and student exemptions queries			
End of tenancy full clean			
Monthly visual inspection (if applicable)	N/A		

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 agreement (the final payment made on 1st July 2023).

Agreed Term		Income per Calendar Month (£)	Half-rent Period
From date	To date		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 (£)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The Tenancy Deposits

A deposit of £INSERT DEPOSIT will be collected and held by us, as the 'Agent as Stakeholder' under the terms of the Tenancy Deposit Scheme (TDS): <https://www.tenancydepositscheme.com/>

Property Address	Deposit (£)

Special Tenancy Conditions

We understand that the following special conditions are to be included in our standard tenancy agreement;

Special Tenancy Conditions
Special conditions may be amended for future tenancies. Any changes will be discussed with you.
Enter condition here or leave blank if nothing required: 1. When on the <i>Guaranteed Income</i> package rent will be paid one month in arrears.

'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 tenants 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 tenancy deposits on your behalf.

Holding Deposit

The holding deposit is paid to take your property off the market and reserve it for a prospective tenant(s) whilst we complete the tenant-referencing process. The holding deposit is collected from the tenant as one week's rent in advance and will be assigned to us as pre-payment of management fees for the tenancy. We can only legally hold this deposit for 15 days unless an extension is agreed in writing with the prospective tenant(s) and yourself. If agreed, we will confirm in writing upon your behalf and keep you updated until the tenancy agreement is signed.

If the prospective tenant(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 tenants at the nearest opportunity and shall keep you informed.

Referencing

When we reference professional tenants, 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 tenant and guarantor(s).

Guaranteed Income

You permit us to let your property on an assured shorthold tenancy agreement and on a licence agreement for guests who visit the property.

On this package you will be paid a set agreed amount for a fixed term. Your payments dates and term are detailed in the *Guaranteed Income* section.

At the end of the package agreement, the property will be returned in a clean condition subject to any wear and tear as per depreciation and TDS guidelines.

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

We will collect the rent via standing order (and debit card) from the tenant, 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-tenants, 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 tenant 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 tenant 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 tenant(s), and that you will be responsive to tenant(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.

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 tenant 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 tenant deposits at the end of each tenancy.

We will carry out an interim inspection at least once during the tenancy and will report the findings to you by email.

We do inspect during and at the end of the tenancy. In both cases we will provide you with a report.

Xtra Let Package – Nil Deposit

No security deposit is taken from the tenant and we carry out a monthly targeted-communal-area clean and a full end-of-tenancy clean. The tenant remains liable to return the property in a clean condition and free of damage.

Charges for this service are charged monthly in advance to your account and deducted from your rental income. Your management report account section will detail these charges.

If there are insufficient funds held on your account to pay for this service, we will contact you to make a direct payment. If we are unable to secure the payment, we reserve the right to cancel the service with immediate effect and will no longer complete monthly cleans or the end-of-tenancy full clean.

The tenant still remains liable for the performance of the tenancy agreement including the obligation to look after the property. You are still able to claim costs from the tenant. We will provide any supporting documents and evidence recorded to assist you in this process.

We recommend a holding deposit for the following tenant types; however, we will present potential tenants to you and you can decide if you accept them or not based on the information and references provided. Our referencing policy can be found in your terms under referencing.

- Tenants without a UK based guarantor
- Housing benefit tenants
- Tenants with a poor credit history
- Let only properties

Our housekeepers will clean communal areas. This will involve bleaching toilets, cleaning shower enclosures, mopping floors, a light oven and hob clean, hoovering carpets, etc. This will be done to the best of our ability as far as it is practical around the tenant's belongings.

Tenants remain liable to keep the property in good condition and to return the property in a clean condition. At the end of the tenancy the housekeepers will ensure the property is clean from top to bottom and will carry out additional cleaning required in readiness for the new tenants.

This means general cleaning without specialist equipment. This might include hoovering, dusting skirting boards, wiping window boards, using bleach in toilets, cleaning bathrooms, light oven and hob cleaning, wiping worktops, kitchen units and fridges.

Bin bags and litter will be removed from the property or prepared for collection by the council. We will remove up to 10 bags of rubbish from your premises. Any additional removal or large items will be chargeable to you and can be deducted from the additional rent you receive.

Cleaning does **not** include:

- cutting out mouldy silicone sealant
- redecorating mouldy walls and ceilings
- wet cleaning carpets, upholstery and mattresses
- rooflights or areas requiring ladders to access
- washing down walls or rectifying wear and tear to decoration
- external cleaning to the building such as windows
- clearing vegetation or dirt from external paths, yards and gardens

Bills included Package

For a fixed monthly fee, we will take responsibility for paying the gas, electricity, water and provide Wi-Fi.

A modern boiler, effective room thermostats and a monthly payment meter will be required for you to sign up to this package. If you're unsure or need any help with installing these, we can help you. This will be chargeable based on what you require. We will also review your EPC certificate for compatibility.

Wi-Fi, gas, electric, and water are included in the package regardless of the usage and you will not be liable for the cost of these bills whilst you are signed to this package.

You will remain liable for ground rent and any energy or water usage not directly used by the tenants; you will also remain liable for any bills for communal areas that serve more than one property/flat.

Charges for this service are charged monthly in advance to your account and deducted from your rental income. Your management report account section will detail these charges.

If there are insufficient funds held on your account to pay for this service, we will contact you to make a direct payment. If we are unable to secure the payment, we reserve the right to cancel the service with immediate effect and inform the supplier to transfer the account into the landlord's name.

Council tax and TV licence are not included in this package.

Wi-Fi Only Package

For a fixed monthly fee, we will provide the tenants with access to Wi-Fi. We will arrange installation and manage the account for you.

Charges for this service are charged quarterly in advance to your account and deducted from your rental income. Your management report account section will detail these charges.

If there are insufficient funds held on your account to pay for the account set-up or service, we will contact you to make a direct payment. If we are unable to secure a payment, we reserve the right to cancel the service with immediate effect and will inform the supplier to transfer the account into the landlord's name.

The End of the Tenancy Agreement (not applicable to *Guaranteed Income package*)

We will contact the tenants near the end of the tenancy to establish whether they wish to extend or renew their tenancy or serve a *Section 21* notice.

We will inspect and compare the property to the inventory and if necessary, liaise with the tenants 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. We will then transfer the cost of the invoice from the tenant unless the deduction is disputed or overruled by the *Tenancy Deposit Scheme*.

At the end of the tenancy, we repay the whole or the balance of the deposit to the tenant within 10 working days unless agreed otherwise.

Further Steps with Deposit Disputes (not applicable to *Guaranteed Income package*)

After 10 working days following notification of a dispute to you, an unresolved dispute case will be submitted to the *Independent Case Examiner (ICE)* of *The Dispute Service (TDS)* scheme for adjudication. Your statutory rights to take legal action against the other party remain unaffected.

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

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: <https://www.pinnacle-group.com/complaints-form/>.



OUR PACKAGE FEES

Letting Set-Up Fee

of the monthly rent + VAT

Charged when we sign the Tenancy Agreement or when you instruct Pinnacle to create your Guaranteed Income agreement; which may be days, weeks or even months before the Tenancy Agreement 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 Tenancy Agreement is signed. Please inform us immediately if you do not want to proceed with us signing the Tenancy Agreement.

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 tenancy agreement where:

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

Ending a Tenancy

If instructed in writing, we will serve notice on the tenants in your property, which will enable you to apply for possession. Notices served will depend upon your tenancy stage and will be discussed with you before any action is taken. Additional charges will be incurred for this service if you are a let only landlord.

Renewals and Periodic Tenancies

If the tenancy 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 or contact our Cardiff office on 02920 640200 or enquiries@pinnacle-group.com for the most up to date fees.



INVENTORY CHARGES

We apply an inventory charge at the start of each new tenancy (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
Studio/1 bedroom/2 bedrooms	£119	£142.80
3 bedrooms	£129	£154.80
4 bedrooms	£159	£190.80
5 bedrooms	£169	£202.80
6 bedrooms	£199	£238.80

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 tenants (not applicable to the *Guaranteed Income* package)
- Costs associated with deposit damages or decisions by the TDS (not applicable to the *Guaranteed Income* package)
- Your Tax liabilities

Selling Your Property

If you decide to sell your property while there is a Tenancy Agreement 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 Tenancy Agreement and these terms of business.

Terminating This Agreement

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

We charge £299 plus VAT ending tenancy admin fee, but do not charge this if you end the service on the last day of the tenancy. 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 tenancy.

Furthermore:

- We will deduct any repairs or purchases for your property.
- You will honour any Tenancy Agreements which may not have started yet.
- We also can end the management service, in writing with one month's notice.

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 tenants.
- 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 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 tenant'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://www.pinnacle-group.com/privacy-notice-2/> 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 tenants 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://www.pinnacle-group.com/equality-and-diversity-policy-2/>

Third-Party Suppliers

We may from time to time use the services of a third party for our tenants, 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/ tenants/ 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).*

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
Nil Deposit Fully Managed	60% of a month's rent plus VAT
Fully Managed Student Bills Included	60% of a month's rent plus VAT
Fully Managed	75% of a month's rent plus VAT
Let-Only/Tenant-Find	100% of a month's rent plus VAT
Renewal Tenancy	45% of a month's rent plus VAT
Wi-Fi Only (fee is set-up manually by staff)	£60 plus VAT (£72)
Tenant Swap	£110 plus VAT (£132)

Monthly Fees	
Guaranteed Income	No Fee
Nil Deposit fee	4 beds and over £33 plus VAT (£39.60) per person per month. £44 plus VAT (£52.80) for 3-bed properties.
Management fee	8% to 12% plus VAT of rent collected.
Student bills Included fee	£70 plus VAT (£84) per person per month. £112 plus VAT (£134.40) for 3-bed properties.
Wi-Fi Only fee	£37.50 plus VAT (£45) per month payable quarterly in advance.

Other Fees		
	Ex. VAT	Inc. VAT
Deposit registration - The charge for registering a security deposit taken from the tenant with the Tenancy Deposit Scheme.	£30	£36
Deposit referral - The charge for preparing documentation for The Dispute Service where the tenant or landlord has referred a claim to them.	£40	£48
Landlord monthly statement - this is a charge for paper copies to be sent monthly, however, is charged on a quarterly basis.	£7.50 per quarter	£9 per quarter
Proof of ownership check - this is chargeable if we need to verify you as the legal homeowner of the property you are renting	£20	£24
'Section 13' notice - this is a notice issued to tenants during a periodic tenancy to increase the rent.	£69	£82.80
Valuation letter to mortgage company - this is on a request basis if you need it for a mortgage application or remortgage.	£50	£60
Additional non-standard property visits - this could include, but is not limited to, ad-hoc HMO and Council inspections or other visits of this nature.	£50	£60
Court attendance - chargeable if you request us to accompany you to court.	£250 per visit	£300 per visit
EPC - this is a mandatory certificate for all properties. We are not legally able to advertise your property without this.	£109	N/A
Gas safety certificate - this is a mandatory certificate for all properties with a gas supply. There must legally be a valid gas safety in place when the tenancy begins.	£60	N/A
HMO application charges - 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.		
First Time Application Charge	£199	£238.80
HMO Renewal Charge	£149	£178.80
Terminating agreement - charged if the agreement is terminated midterm.	£299	£358.80
Wi-Fi Only package set-up and installation – one-off charge upon installation of a new account	£60	£72



YOUR OBLIGATIONS AND RESPONSIBILITIES

Your Indemnity

We will act on your authority to let the property and sign the tenancy agreement 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 tenancy agreement and the property.

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 tenancy commencing.

Gas safety, Carbon Monoxide and Solid Fuel Appliances

You confirm that there is, or will be when the tenancy commences, a valid Gas Safety Certificate for the property (if there is a gas supply to the property). We strongly advise carbon monoxide detectors in all properties for safety and to meet your duty of care to the tenant(s). Where there is a solid fuel supply in the property you **must** provide and maintain a carbon monoxide alarm in all rooms where it is present or instruct us to do so (charges shall apply).

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.

Income Tax and NRL

You must notify us immediately if you are or you 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 timeframes.

Fire Alarm Systems

We strongly advise mains operated smoke alarms in all properties for safety and to meet your duty of care to the tenant(s). If you install these alarms in your property, you will become responsible for testing/recording the test results and the maintenance of the alarms, unless you instruct us to arrange this for you, (charges shall apply).

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. The EPC must meet minimum standards, ratings and exemptions, and to be compliant with all MEES Standards. We can provide this for you however charges will apply.

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).

Portable Appliance Testing and Fire Alarm Installations

We strongly advise all electrical appliances are regularly electrically tested (PAT) and records of this are kept. We can arrange this for you upon your instruction (charges shall apply).

Health and Safety

Health and Safety is the responsible 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.

**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 tenancy start date.

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

Withdrawing Offers from Tenants

If you choose to withdraw an offer to a tenant(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 640200 or email enquiries@pinnacle-group.com for a copy of the most up to date terms of business.

DocuSign

We use DocuSign - an electronic signature company - to sign our tenancy agreements. If you oppose the use of electronic signatures, please let the lettings team know. If you do not inform the company, then we will reserve the right to use this method for contract signings.

Any future tenancy agreements will be confirmed by Instruction letter.

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:

