

X1 Sales & Lettings

X1 Liverpool Student Terms of Business

Introduction

Our Service Types

Overview of Terms

X1 Let Only

X1 Full Management

Our Fees

X1 Deposit Service

Information on all Services

How to Raise a Complaint

Office Hours

Ready to Proceed

Confirmation of Instruction

Important Information

Your Right to Cancel



Allow us to introduce ourselves

X1 Sales & Lettings manage a mix of residential and student accommodation across the UK and put our customers at the heart of everything we do. We are a multi award winning agency offering premium property management along with the highest levels of service and aftercare to our Landlords and Tenants alike.

Our ARLA qualified team ensure our properties and residents comply with all government legislation when it comes to lettings and property management and we pride ourselves on our unrivalled local market knowledge. What makes us different to other agencies? It is undoubtedly our team, our behaviours and the X1 culture which is apparent across every one of branches.

- We recruit the right people for the product and our team are experts in the properties we manage, the location they're in and are passionate when it comes to providing an unparalleled customer experience.
- We spend time getting to know our residents and place a high importance on attention to detail, ensuring we place only the best applicant in your property, someone who will take care of it as if it were there own.
- Our team of in-house tradesmen ensure lower maintenance fees for landlords and quicker turnaround times for our residents, which in turn complements our high tenant retention rates.

Differing from traditional agencies, here at X1, we ensure the customer experience our residents receive is unlike any offered in the wider market and we pride ourselves on our unique style and approach to both student and residential lettings.

Our services cover:

1. Comprehensive Property Marketing
2. Tenancy Application and Progression
3. Pre Move in Checks in line with government legislation
4. Reactive & Pro Active Maintenance
5. Ongoing Tenant Aftercare

Whether you're a landlord with one property, or a larger portfolio, we'll manage your rental property with the utmost professionalism and diligence. Our main priority as your management company is safeguarding you and your property from the pitfalls involved in negotiating the 170 pieces of lettings legislation, ensuring all you need to do is sit back and collect rent.

All you have to do now is cover your pre-tenancy obligations and let us source you a fantastic tenant who will take great care of your investment.

Our Service Types

X1 Let Only

£780 inc VAT (£650 plus VAT)

Our let only service includes the marketing of your property, accompanying prospective tenants on viewings and taking care of the tenant agreement. Additionally, we may obtain references and provide a full inventory report at an additional cost as set out on page 10. Once your tenant is signed up, we will hand everything over to you.

X1 Full Management

10.8% inc VAT (9% plus VAT) of the rent

Our comprehensive full management package is ideal for landlords looking for a hands-off service. X1 will market your property, conduct unlimited viewings with prospective tenants, perform reference checks, prepare your legal tenancy, process the rent, provide a monthly statement of account and dutifully chase any arrears for you.

Management fees are payable monthly from the rent, for the term of the tenancy and renewal tenancies or periodic tenancies to the same tenant. A new tenant set up fee from £600 inc VAT (£500 plus VAT) will be levied at the outset for a new tenant find, arranging the tenancy, conducting required references, carrying out an inventory of the property and also covering a check out inspection at the end of the tenancy.

Overview of Terms

You are entering into an agreement with X1 Property Management Limited trading as X1 Sales & Lettings or any subsequent subsidiaries or trading names, Registered Office and Trading Address: 116 Duke Street, Liverpool, L1 5JW.

- We trade as a limited company registered at Companies House Registration Number: 10246071
- Our VAT number is : 287 2676 55.
- We are members of a government-approved tenancy deposit protection scheme.
- We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: D8418
- These terms of business will override any previous terms of business with X1 Sales & Lettings in their entirety, unless stated otherwise.
- This Agreement shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have the exclusive jurisdiction in respect of any dispute under it.
- Any legal proceedings to be served in respect of this agreement, which are to be served outside the jurisdiction, shall be deemed to be sufficiently served if they are sent by ordinary first class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
- The provisions for the service of notices are that if either party deliver by hand any notices or documents which are necessary under the agreement, or any act of parliament, to the other party by 5pm, of to the last known address of the other party, the documents or notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and bank holidays; or if any documents or notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and bank holidays. The address for service for the Landlord will be the contact address specified in this agreement and the address for service for us will be; X1 Office, Unit 1, Michigan Point Tower A, 9 Michigan Avenue, Salford M50 2HA
- We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.
- The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.

- Termination

To end the contract with us, please let us know by calling or emailing your local branch. Please provide your name, address, details of property, phone number and email address.

You will remain liable for outstanding charges.

A minimum of 3 months notice must be provided to terminate the agreement and the below fee's payable.

- If the agreement is terminated whilst the property is tenanted a fee for the remainder of the full term management fee or £540 inc VAT (£450 plus VAT) whichever is greater, will be payable by the landlord before transfer of our obligations and documents to you or someone you might nominate.
- If the agreement is terminated whilst the property is vacant a fee of £540 inc VAT (£450 plus VAT) will be payable by the landlord before transfer of our obligations and documents to you or someone you might nominate.

We reserve the right to assign our rights or obligations under this agreement upon giving you one month's written notice.

The Terms of Business may only be varied if agreed between the Landlord and the agent and confirmed in writing by both parties.

In the event the Property subject to this agreement is sold, transferred or otherwise disposed of, a termination fee for the remainder of the full term management fee or £540 inc VAT (£450 plus VAT) whichever is greater.

However, no termination fee shall be payable if the sale of the Property is handled and completed through X1 Sales and Lettings

- Interest on client monies and commission

Any interest accrued on monies that we hold on your behalf will be held by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

- Money Laundering

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A

- Full passport
- National identity card
- Full driving licence
- Cheque (please mark this as "void

List B

- Council tax bill
- Utility bill
- Mortgage statement
- Bank statement
- Credit or charge card statement

If you are a public limited company we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we required certified copies of any two of the following documents:

- 'Memorandum and Articles of Association'
- 'Certificate of Incorporation'
- A set of your latest accounts
- The most recent annual 'Companies House' return

In addition we need proof of identity and residence of one of the directors of the company.

- Protecting clients' money

We are duty bound to protect all money held on behalf of our clients, so whether your money is held in our ring-fenced client account or that of our management team, your money is fully protected. In the unfortunate event that any rent, deposit or other client funds are misappropriated, then the NFoPP will consider an application to compensate you.

X1 Let Only

£780 inc VAT (£650 plus VAT)

Our Let Only service is designed for professional landlords with an in depth knowledge of the 170 pieces of legislation and regulations, governing the private rental sector and those with the time to manage their properties (including the collecting and chasing of rent). X1 Sales & Lettings will ensure that a high quality tenant is secured for your rental property as quickly as possible. Our fee for this service is £780 inc VAT (£650 plus VAT) and is payable upfront upon commencement of the tenancy.

Renewal tenancies (either fixed term or periodic) to the same tenant introduced by X1 Sales & Lettings are charged at £180 inc VAT (£150 plus VAT).

Range of services

- An initial visit to your property by an experienced lettings professional resulting in an accurate assessment and market appraisal of your property.
- Advice on strategic marketing to present your property including impartial advice on property presentation and refurbishments.
- Prominent property display and current industry information on X1 Sales & Lettings website, www.x1salesandlettings.com, and multi-listing with Rightmove and Zoopla.
- Social-media advertising, Instagram, You Tube, Facebook and Twitter, Accompanied viewings by a member of our experienced lettings team, drafting of tenancy agreement and relevant documentation.
- Collection and forwarding of the first month's rent.

X1 Full Management

10.8% inc VAT (9% plus VAT)

Let X1 take complete control of the management of your rental property to ensure it is hassle free for you, and give you peace of mind that everything will be taken care of. Our management fee for this service is 10.8% inc VAT (9% plus VAT) of the rent, as well as a new tenant set up fee:

- Studio/1 bed - £600 inc VAT (£500 plus VAT)
- 2 bedroom - £690 inc VAT (£575 plus VAT)
- 3 bedroom - £780 inc VAT (£650 plus VAT)

The new tenant set up fee covers the marketing and advertising of the property, along with viewings, carrying out references of applicants and any guarantors, tenancy agreement, deposit registration, providing prescribed information, EPC and a "How to Rent" Guide to your tenant, full inventory and also covering the check out inspection when the tenancy agreement comes to an end. We will also inform utility companies of the change in tenancy.

Range of services

- An initial visit to your property by an experienced lettings professional resulting in an accurate assessment and market appraisal of your property.
- Advice on regulation and legal aspects of lettings.
- Advice on strategic marketing to present your property including impartial advice on property presentation and refurbishments.
- Prominent property display and current industry information on X1 Sales & Lettings website, www.x1salesandlettings.com, and multi-listing with Rightmove and Zoopla.
- Social-media advertising, Instagram, You Tube, Facebook and Twitter.
- Accompanied viewings by a member of our experienced lettings team.
- Negotiation of all terms of the tenancy agreement and relevant documentation.
- Drafting of tenancy agreement and relevant documentation.
- Refer your tenant to Reposit or we may register your tenant's deposit in a government-approved tenancy deposit scheme for the term of the tenancy and any renewal tenancy.
- Collection of rent from standing order with rent transferred into your bank account electronically with a monthly statement of account. Please note that tenants have the right not to set up a standing order may choose an alternative method of payment.
- Chase rent arrears
- Arrange professional cleaning at check-in and check-out.
- Negotiating tenancy renewals in accordance with your instructions - £144 inc VAT (£120 plus VAT) for each renewal carried out
- Negotiating of the deposit release to landlord and tenant.
- Reviewing property rents on an annual basis and negotiating rent increases where applicable.
- Accurate advice from our trained and dedicated team.
- Non-resident landlord guidance.
- Co-ordination with local reputable contractors for property maintenance at competitive prices.
- Secure holding of your property float within our ring-fenced client account.
- Confirming occupier's status for Right to Rent and outsourcing to UK Tenant Data to vet prospective applicants. In general, a student would not pass a credit check, however legally, we must still check their 'Right to Rent' Status. X1 will perform a mandatory 'Right to Rent' check on your tenant.
- Arrange an inventory and perform an end of tenancy inspection.

Range of services continued

- Property inspections every student term (3 times a year) with report and photographs
- Provide duplicate statements (£30 inc VAT (£25 plus VAT)) and annual statements (£36 inc VAT (£30 plus VAT)) on request
- Serving statutory legal notices for possession and rent arrears in accordance with the 1998 Housing Act and presentation of prescribed information as required.
- Perform annual Portable Appliance Testing (PAT) in accordance with regulatory laws. (£75 inc VAT (£62.50 plus VAT)) for the first 6 items, £6 inc VAT (£5 plus VAT) for each additional item.
- Arrange Energy Performance Certificate (EPC).
- Ensure properties are fully compliant in accordance with all current safety obligations.
- Rent Protection
This is an opt out policy. The cost of this service is 3.3% inc VAT (2.75% plus VAT) of the rent of your property and this is per property. This will be charged to you on a monthly basis.

Rent Protection Policy

Although X1 follow a referencing procedure for your tenants, it still may be that the tenant doesn't pay rent on time or pay the rent at all in some instances. For your protection, rent protection will be purchased for your property. This rent protection policy will pay the rent and also help obtain vacant possession of your property (subject to the terms and conditions of the service).

You will have an 'interest' on X1 Property Management Ltd's Rent Protection policy with Let Alliance. This means you can benefit from the cover below on the result of a successful claim, and any sums recovered that are due will be passed on to you.

- Monthly rent paid for up to a maximum value equivalent to fifteen months of arrears, plus 3 months' rent paid at 75% following vacant possession
- No deductions, 100% of your rent is paid
- Professional service costs up to £100,000 to cover eviction costs if the tenant is in breach of their tenancy agreement or following the expiry of a valid notice requiring possession
- Professional court attendance on your behalf

The cost of this service is 3.3% inc VAT (2.75% plus VAT) of the rent of your property and this is per property. This will be charged to you on a monthly basis.

If you wish to opt out of this agreement, please put this in writing to your dedicated Account Manager. If you have opted out of the rent protection policy should any rental debt occur a fee of £120 inc VAT (£100 plus VAT) will be chargeable for any legal documents that are required to be served on the tenants. Should a member of X1 be required to attend court on your behalf a fee of £144 inc VAT (£120 plus VAT) will be charged per hour. Any solicitor costs for litigating on the matter will be quoted to you at the beginning of a possession claim for rental arrears and any solicitors costs remain the responsibility to the the Landlord.

Student summer turnaround

Each year we perform maintenance, painting and cleaning on every student unit to ensure that is looking as good as new, ready for the new tenant in September. Students, along with their parents, have very high standards when it comes to accommodation and in order to keep up with the vast competition in the student market, this work is essential. The fee for the summer turnaround works is £198 inc VAT (£165 plus VAT) for a bedroom in a cluster and £300 inc VAT (£250 plus VAT) for a studio. These fees cover the following; end of tenancy clean, oven clean, shower head descaling, furniture repairs, smoke alarm battery replacements, light bulb replacements, painting of walls, shower/bath reseals and tv remote replacements.

This fee is deducted from the April rent instalment to ensure that funds are received in time to purchase any required items and ensure that contractors are able to be paid on time once the work is completed, so that a successful turnaround can be completed and the new students are happy when they move into the property.

X1 Full Management

Please note all of the following

Fees

The commission is due on the rental payment dates as specified in the tenancy agreement. If the tenancy is renewed or extended beyond the initial fixed term agreed period, or if an option to renew is exercised, our commission will continue to be charged at the management rate agreed for the further agreed period or periods. If your tenant falls into rental arrears, our management fee is still due to X1 for this period. X1 will deduct management fees due to rental arrears once the full rent has been received, however if the rent has still not been paid by the tenant after three months, X1 will invoice you for the payment of management fees.

Authority To Sign

For all managed properties, X1 Sales & Lettings have your authority to sign the tenancy agreement and any relevant documents on your behalf unless specified to the contrary in writing.

Meter Readings

You should inform us of the names and addresses of the service providers at the property at the outset of the tenancy and we will endeavour (to the best of our abilities) to arrange meter readings and notify the relevant utility providers of changes in occupier and arrange final settlement of your accounts.

It is often not possible to access meters at the outset of the tenancy and, in these instances, we will request the utility company to read the meter. X1 Sales & Lettings will not be liable for any period where it has not been possible to confirm the meter readings.

We shall endeavour to obtain a forwarding address for your tenant at the end of the tenancy and will notify utility companies accordingly, however, we cannot accept any responsibility for unpaid utility bills at the end of the tenancy.

Inventory

Unless instructed otherwise, we will automatically arrange the preparation of a full inventory at the outset of the tenancy and will arrange for our dedicated Inventory Clerk to check the new tenant into the property and certify all tenancy documentation in line with current legislation.

Deposit Dispersal

We will act as your representative to satisfy ourselves that the recommendations of the Inventory Clerk at check-out are in order. Subject to your instructions these recommendations will be put to the tenant. The agreement of the tenant must be sought prior to any works being undertaken, if the security deposit is to be used to settle the contractors invoice(s).

Should any amount of deposit go the tenancy deposit schemes adjudication and X1 enter into the dispute process this will be charges at £72 inc VAT per hour (£60 plus VAT per hour).

Repair Fund (Float)

We shall retain from the first payment made by the occupier after all our commission, fees, costs and expenses have been paid, the sum of £250 (per property), which will be held to create a repair fund. We will then retain enough money from each subsequent payment with such monies again being added to the repair fund to ensure it is maintained at the same level throughout the tenancy.

If your tenant pays their rent in advance, e.g. 6 or 12 months in one lump sum at the start of the tenancy, the float amount will be £500 (as there will not be any rent coming in on a monthly basis to pay for repairs and again, it is not possible to instruct contractors to carry out work unless money is held against the property to cover the final bill).

If the cost of the repair is in excess of the monthly rent, we may use the float at our discretion without prior consent from the landlord or we will request additional funds, payable upon demand.

Contractors

We will use the services of our X1 Contractors unless requested otherwise. If you have a particular contractor that you'd like to use, we are happy to use their services provided we have copies of their professional qualifications, public liability insurance and that they are readily available.

If you wish for X1 to supervise at your property a fee of £72 inc VAT (£60 plus VAT) will be chargeable.

Our Liability for Contractors

All contractors, whether arranged by us or by you, are engaged on your behalf. Although we will, on request supervise the works (subject to £72 inc VAT (£60 + VAT) per hour or part thereof) we cannot accept responsibility or liability for them. In addition we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance, because we do not hold any or sufficient funds, unless the loss or damage is due to our negligence or breach of contract.

Property Visits

Unless instructed otherwise, we shall endeavour to visit the premises each student term (3 in total) during the tenancy agreement or more frequently if requested in writing and deemed necessary by you, which will be subject to a charge £30 inc VAT (£25 plus VAT), provided that the tenant grants access to us.

If the tenant does not grant access we shall inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature in order to verify the general good order of the premises and the proper conduct of the tenancy by the tenant. A visit will not constitute a complete check of every part of, or every item, in the premises, but will enable us to note any lack of repair or maintenance, which should be brought to your attention. A visit will only note repairs of which we are informed, or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.

Agents of Necessity

X1 Sales & Lettings reserves the right to undertake repairs without notice to you if you are either unavailable, after reasonable enquiry, or we consider the repair to be an emergency. In these circumstances if we act as agent of necessity you undertake to fully reimburse us, upon demand, for any shortfall over any monies we hold.

Day-to-Day Management

We will deal with day-to-day management matters, including minor repairs up to a maximum figure of £250 for any one item, except in an emergency (where the risks to your premises or the life of an individual are significant) where the amount is unlimited. Except in the case of any emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair, likely to cost more than £250.

By signing this agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the rent or the fund held against your property. Please note that you shall always remain liable for the payment of all invoices to tradesmen.

Garden Maintenance

We will arrange for any cleaning and garden maintenance necessary to put the property in order before or after the tenancy.

Commission on Contractor Fees

Instruction of Contractors and the commission we receive. Where one of our approved contractors is instructed to carry out works on your behalf, we may receive a marketing commission 18% inc. VAT (15% + VAT) of the value of the works instructed. This fee is paid by the contractor to us in recognition of the saving made by them in marketing costs. For example, if a contractor instructed to undertake works to the value of £200, the contractor will pay us a marketing commission of £36.

Vacant Management

Supervision of the premises is not part of our management function when it is unoccupied. If you wish us to manage your premises during a void period we will gladly do so subject to the charges specified are payable in advance together with your written instruction. We will visit the premises once a week during office hours (being Monday to Friday between 9:00am and 5:00pm) and will inform you of any lack of repair or maintenance, however, will not instruct a contractor unless we hold cleared funds, and you confirm in writing that we may deduct the cost of the contractor from those funds. Our administration fee for void property visits is £42 inc. VAT (£35 plus VAT).

Insurance Claims

We will report to you if we consider that a claim is appropriate, and await your instructions. Any insurance claim work undertaken on your behalf will be subject to an administration charge of 12% inc. VAT (10% plus VAT) of the claim amount (there is a minimum charge of £120 inc. VAT (£100 plus VAT)).

Taxes Management Act & Non-Resident Landlords

You are responsible for notifying the Inland Revenue of the tenancy and for your own tax liability if you reside within the UK. If you reside abroad for 6 or more months of a tenancy, the Inland Revenue will hold us, as your managing agent (or your tenant for let-only properties), responsible for the payment of any tax liability which arises on rents collected by us on your behalf, unless an Approval Certificate is provided by the Inland Revenue pursuant to The Finance Act 1995. You can apply for Inland Revenue exemption by filling out an NRL1 form.

If the Inland Revenue do not provide X1 Sales & Lettings or your tenant (for let-only tenancies) with a valid approval certificate, it will be necessary for tax to be deducted at source at the appropriate rate (currently 20%). This money will be forwarded on a quarterly basis to the Inland Revenue and you are advised that the money will not earn interest on your behalf. The eventual liability for tax may be less than the amount forwarded to the Inland Revenue and, in this event, you will have to liaise with the Inspector of Taxes directly for any reimbursement, and X1 Sales & Lettings will not be liable for any refunds to you.

Should you at present reside within the UK but subsequently move abroad, please let us know the name of your accountants or tax advisors at that time. In the event that you are not accepted for the Non-Resident Landlord Scheme, we shall make an administrator charge of £42 inc. VAT (£35 plus VAT) per quarter for forwarding monies to the Inland Revenue.

The Rent

Unless otherwise agreed, we may make deductions from rent for items which you are responsible for, e.g. ground rent, services charges, buildings insurance etc. with the exception of gas, electricity, water, the telephone line rental, council tax and where there is an independent heating system. Any rent requested by us on your behalf will not include reference to council tax. This charge will normally be levied separately on the occupants of the property. If you pay water rates as part of your service charge and wish to pass this charge onto your tenant please ensure that you have notified X1 Sales & Lettings of this and the relevant clauses are contained within the tenancy agreement.

Rent Remittances

The tenant is requested to pay the rent direct into the bank by standing order mandate. If the tenant does not wish to pay in this manner and adopts a different payment method, it is not possible to enforce the standing order payment method and court action can only be taken if the rent is in arrears as per the grounds listed in the tenancy agreement. For fully managed service tenancies, rent less agreed deductions will be transferred by BACS as soon as administratively possible. Any monies dispatched will be without prejudice to final clearance.

Please note: By accepting rent by standing order, should the tenant breach the terms of their agreement, the continued payment of rent may be deemed by a court as a waiver by you of the tenant's breach. Therefore, in the event that we do not manage your property, you must notify the tenant immediately following any breach that monies received by standing order are to be regarded as 'mesne profits', basically money taken for the continued use and occupation of the premises and NOT RENT.

Water Company

We shall endeavour to obtain a forwarding address to provide the water company to comply with the Floor and Water Management Act 2010, which makes payment of the final water account the liability of the landlord, if no forwarding address is provided by the outgoing tenant. We cannot be held liable if the tenant does not provide an address or gives an address that is not deemed acceptable by the water company.

Types of Tenancy Agreement

Unless we are instructed otherwise, we will use our X1 standardised form of tenancy agreement. Landlords requiring any addendums to be made to the tenancy agreement will incur a fee of £54 inc VAT (£45 plus VAT), or Landlords instructing their own solicitors to prepare an agreement will be responsible for their solicitor fees, however, an additional administration charge of £72 inc VAT (£60 plus VAT), will remain due to X1 Sales & Lettings at the outset of the tenancy, because, as your agent, we have a duty of care to fully understand and advise on the contract you wish to use.

What is NOT included in our X1 Full Management?

Post

We will NOT arrange for re-directing the post if it continues to be delivered to the property, so please ensure that you make adequate arrangements for this with the Royal Mail.

Improvements / Replacements

Our Management Service is designed to organise and oversee repairs to the property and NOT improvements or refurbishments. Where X1 Lettings have been requested to replace any of the contents, fixtures or fittings in the property, the charge for taking your instructions, selecting the item and arranging for installation at the property will be 12% inc. VAT (10% + VAT) of the suppliers total invoice.

Miscellaneous Duties

Outside of usual property management requirements, staff will NOT attend the property for the purpose of giving access to visiting trades people, delivery persons, etc. If an arrangement is made to attend the property on your behalf a fee of £72 inc. VAT (£60 + VAT) will be applicable.

X1 Deposit Service

Included in the cost of our full management service, we will ensure the safe keeping of your tenant's security deposit.

Complying with The Housing Act 2004 legislation, security deposits must be registered with a deposit scheme within 30 days of receipt. A valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected.

We offer two options by way of securing your tenant's deposit:

1. Reposit

A Reposit is an alternative to the traditional tenancy deposit and is a faster, more affordable way to provide you with peace of mind and cover. Instead of the tenant paying 4 - 5 weeks rent and registering it with one of the government schemes, the tenant will pay a one week non-refundable fee which then allows you up to 8 weeks of insurance cover whilst also allowing the tenant to stay financially healthy.

You will become a beneficiary of Reposit's insurance policy. Which means tenants are still liable for any damages, rent arrears or cleaning and are expected to reimburse any fair claims to you directly through their platform at end of tenancy. However, in the event that the tenant defaults on fair payment, their insurance partners, Canopus will pay out the fair claims to you.

If a tenant disputes the charges, the case is raised to arbitration via a third-party company with over nine year's experience in dispute resolution working for the deposit schemes. Evidence is collected from both parties (copies of the check-out report, inventory, photographic evidence etc.) and the arbiter aims to have a decision within seven days.

Our team is on hand to talk you through any aspect of the Reposit scheme in more detail.

2. Tenancy Deposit Scheme

The maximum rental deposit a tenant can pay in England is five weeks' rent and landlords are not permitted to charge more than this amount. As all our Tenancy Agreements are Assured Shorthold Tenancy's, the deposit must be protected in a tenancy deposit scheme until the end of the tenancy agreement.

The tenancy deposit scheme will ensure that your tenants deposit is looked after throughout the period of the tenancy and repaid when your tenant moves out.

If applicable the correct prescribed information will be given to the tenant in accordance with Housing Act legislation within the tenancy agreement produced by X1 Sales & Lettings. It is, however, your responsibility to ensure that any changes to the prescribed information are notified to X1 Sales & Lettings or direct to your tenant throughout the tenancy period.

The correct clauses will be inserted into the Tenancy Agreement made between you and your tenant.

If there is a dispute over the relevant deductions, the disputed amount of deposit must be retained for safekeeping until the dispute is resolved by the Alternative Dispute Resolution Service (ADR) or any subsequent court decision. The remainder of the deposit will be returned to the relevant parties according to the agreed deductions. The deposit must then be returned within 10 days to the relevant party following notification of the ADR/court decision.

You must notify whether you are intending on making any deductions to the tenant's deposit within 10 days of the check out inspection. If the property is fully managed, the deposit deduction process will be organised by the X1 Sales & Lettings team on your behalf.

General Information

Terminating The Tenancy

A) Termination of an Assured Shorthold Tenancy

To regain possession of your property at the end of an Assured Shorthold Fixed Term Tenancy you must give the relevant notice period to your tenants and have provided (with proof) all relevant prescribed information at the outset of the tenancy:

- Please see General Information on the Deregulation Act 2015
- In the event of the landlord wishing X1 Sales & Lettings to serve notice on the tenant, you must give us a minimum of 2 week's notice, in addition to the notice period required for the Tenant.

Please note: The tenant can vacate at the end of a Fixed Term tenancy without giving notice to the landlord, however, within a Statutory Periodic Tenancy, the tenant must give one periods notice to end the tenancy. One period is calculated in accordance with the tenancy date (please see below for how to calculate notice for a periodic tenancy).

B) Termination of a Non-Housing Act Tenancy

A company tenancy, a high rent tenancy (over £100,000 per annum), a tenancy with a resident landlord or a pied-a-terre tenancy will end according to the dates contained within the initial fixed term of the agreement, called the "effluxion of time" and although formal notice is not required, both parties have a duty of care to give reasonable notice to the other party, generally one months notice will suffice or notice can be given in accordance with any break clauses contained within the tenancy. If the tenant remains in the property and no replacement tenancy is put in force so that the original tenancy becomes a periodic or rolling tenancy, the landlord must serve a Notice to Quit giving one periods notice to end the periodic tenancy.

How to Calculate Notice For a Periodic Tenancy

Firstly, to re-iterate, a 'periodic tenancy' comes into effect after the final day of the fixed term agreement when a further fixed term renewal tenancy has not been executed. e.g. if your tenancy runs from 1st January and the rent is payable monthly, one period will run from the 1st of the month to the end of the month.

- For a landlord giving 2 periods notice: If you serve notice on 10th January the notice would take effect from the 1st February and you would be able to regain possession on 31st March after the expiration of 2 full periods. You must understand that should a tenant remain in the property after the expiration of a Section Notice, you must obtain a court date before you are able to regain possession.
- For a tenant giving 1 periods notice: If the tenant serves notice on the 10th January, the notice would take effect from 1st February and the tenant would leave on 28th February (or 29th February in a leap year).

Using a Break Clause

If you have negotiated a break clause in the tenancy agreement and the tenant exercises their right to this clause X1 Sales & Lettings will refund any lettings service commission paid or due for the unexpired period providing all three criteria listed below have been met:

1. At least six months of the tenancy has lapsed
2. We are given six weeks exclusivity to re-market the property
3. We are unable to introduce a suitable tenant within the six week period of re-marketing.

In the event that we are not given the opportunity to re-market the premises, no refund will be given. If we are able to secure a new tenancy covering the remaining period, our commission for the second letting will apply as above, and we will credit your account for the period of overlap with the original fee. You will therefore not pay twice for the same period. Should you agree to release the tenants from their tenancy agreement before any break clause expires, no refund of fees shall be due before the period where the break clause would have allowed the tenancy to be terminated.

Landlord and Tenant Act 1987 Section 47

We are obliged to include your full name and address on all rent demands (tenancy agreements). If your address is outside of England and Wales, then we must provide the tenant with an address within England and Wales to which notices (including notices in proceedings), may be served on you. Unless otherwise instructed, if your address is outside of England and Wales, we will use the address of our management department during such period as we manage the property. We will use our best endeavour to forward any notices to you promptly but we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

Landlord and Tenant Act 1985 Sections 1 & 2

If the tenant makes a written request for your actual address, where-so-ever in the world you may be, it is a criminal offence to withhold the information and it must be provided within 21 days of receipt of the request, otherwise you may be liable upon conviction to a maximum fine of £2,500. If you, as the landlord, are a limited company or body corporate, upon written request by the tenant, you are obliged to provide the name and address of every director and the company secretary within 21 days, or you could face a further fine of up to £2,500.

Inventory Services

The Inventory Clerk will not move or lift heavy items. The Inventory Clerk is also not required to test any gas or electrical appliances. If a clerk feels at any point that their personal health or personal safety is in question then they will abandon any work being undertaken and return to the property at a later date once the issues have been addressed.

Housing Benefit Payments (if applicable)

Where the tenant is in receipt of Housing Benefit payments, you indemnify X1 Sales & Lettings against any requirement to refund Housing Benefit to the council.

Water Rates and Water Meter Charges

Further to the Flood and Water Management Act 2010, which came into force on 1st October 2011, you will remain liable for any outstanding water charges if the tenant vacates the property and does not provide a UK forwarding address or does not settle the account in full at the end of the tenancy. If X1 Sales & Lettings are not acting as your management agent, you are advised to request proof of payment in the form of a receipted final bill, or retain money from the deposit for the purpose of settling any final accounts. X1 Sales & Lettings are not accountable or responsible for checking water meters or finalising water bills on behalf of tenants, whichever service we provide for letting or managing the property.

Courts and Tribunals

Applications for fair rent or appearances before the Rent Officer, Rent Assessment Committee or any other court tribunal is by special arrangement only and will be subject to additional charge of £144 inc. VAT (£120 + VAT), per hour or part thereof, per person in attendance, plus expenses. The administration cost for X1 Sales & Lettings to organise paperwork for solicitors or arbitration is £72 inc. VAT (£60 plus VAT) in addition to the legal costs.

Instructions of Solicitors

You will be informed of any rent arrears or breaches of covenant brought to our attention. However, if legal action is required, we may instruct solicitors on your behalf, upon your instruction. You will be responsible for all fees involved.

Renewals to the Same Tenant

We recognise that the point of renewal offers us a fantastic opportunity to review all aspects of the tenancy. Not only is it the perfect time to increase the rental (subject to market conditions) but also to discuss any necessary enhancement or refurbishment of the property in order to maintain it and to maximise the rental yield.

Your renewal will be diarised and monitored so that you are contacted in accordance with the terms of the tenancy agreement to discuss your requirements. Even if we had not been asked by you to renegotiate with an existing tenant, we will continue to hold the deposit in a government-approved tenancy deposit scheme (should a deposit have been paid at the outset of the tenancy) and our staff are available to advise on the renewal of the tenancy agreement.

Fees are due to X1 Sales & Lettings for any extending period (including fixed term tenancies, periodic or rolling tenancies or any other type of tenancy) whilst the tenant, introduced to you by X1 Sales & Lettings, remains in the premises.

Right to Rent in the UK - Documentation and Working Visa

As from 1st February 2016, under the Immigration Act 2014, it is the landlord's responsibility to ensure that all tenants have the right to rent in the UK by making and keeping a copy of passports for all tenants and evidence of their immigration status (biometric residence permit). X1 Sales & Lettings will undertake tenant checks to the best of our ability but we cannot accept liability for any subsequent issues which arise either directly or indirectly from our actions in this respect. If X1 Sales & Lettings have already undertaken these checks at the point of accepting the offer it may be necessary to re-check documentation in accordance with these guidelines. Please note that the penalty for non-compliance is up to £3000 per tenant.

The Deregulation Act 2015

From 1st October 2015 a number of important changes came into effect for all new assured shorthold tenancies in England that start on or after 1st October 2015.

New restrictions on serving Section 21 Notices early and a new template Section 21 (6A) form to use. The new rules also remove the need for a landlord to specify that a tenancy must end on the last day of a rental period; unless the tenancy started on a periodic basis without any initial fixed term where a longer notice period may be required depending on how often the tenant is required to pay rent (for example, if the tenant pays rent quarterly, they must give at least three months' notice or, if they have a periodic tenancy which is half yearly or annual, they must give at least six months' notice (which is the maximum)).

New Section 21 (6A) notices will automatically expire after 6 months.

Please note: In the event that a tenant has paid an amount of rent in advance and a Section 21 Notice requires them to leave during the period paid for, the tenant is entitled to a refund of the rent paid for the days they are not occupying the property.

Landlords will not be able to serve a Section 21 Notice on tenancies that begin on or after 1st October 2015 unless they have provided tenants with the following information:

- A Gas Safety Certificate covering all fixed as as portable gas appliances provided by the landlord for the tenants' use.
- The property's Energy Performance Certificate (EPC); except where a property is not required to have an EPC - such as where the landlord is letting a room on a single AST in a House of Multiple Occupation (HMO).
- The Department for Communities and Local Government "How to Rent - the checklist for renting in England". This can be provided in electronic format, or if the tenant requests it, or does not have access to IT facilities, should be supplied in paper copy. Agents and Landlords should supply the document itself as it is unlikely a link where the document can be found on the internet will be sufficient. This should be given at the start of a new tenancy.

The Gas Safety (Installation & Use) Regulations 1998 ("the Gas Regulations")

a. Under the Gas Regulations, it is your responsibility to ensure that all gas appliances and the fixed installations are maintained in good order, checked for safety at least every 12 months by a Gas Safe registered engineer, that a certificate confirming such checks have been carried out and that the original of such certificate is supplied to the tenant at the commencement of the tenancy and within 28 days of the date of renewal of a certificate.

b. If you instruct us to provide a Let Only service:

- (i) You must provide the original certificate to us prior to the commencement of the tenancy. If you do not provide the original certificate to us prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and the installation, carry out any remedial works where necessary and provide a certificate. The charge for this, as set out in the schedule will be payable by you and will be debited from your rental account.
- (ii) If the tenant is remaining in occupation beyond expiry of the original certificate you are solely responsible for obtaining a replacement valid certificate and supplying the original of the same to the tenant. We do accept any liability arising from your failure to comply with the Gas Regulations.

c. If you instruct us to provide a Full Management service:

- (i) You must provide the original certificate to us prior to the commencement of the tenancy. If you do not provide the original certificate to us prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and the installation, carry out any remedial works where necessary and provide a certificate. The charge for this, as set out in the schedule will be payable by you and will be debited from your rental account.
- (ii) If the tenant is remaining in occupation beyond the expiry of the original certificate and, 6 weeks prior to the expiry of the original certificate, you have not confirmed to us that you will instruct your own Gas Safe registered engineer, we will instruct a Gas Safe registered engineer to inspect all gas appliances and their installation, carry out any remedial works where necessary and provide a new certificate.
- (iii) If the tenant is remaining in occupation beyond the expiry of the original certificate and you have indicated that you will instruct your own Gas Safe registered engineer, you will provide us with the original of a new certificate no later than 14 days prior to the expiry of the original certificate. If you do not provide the original new certificate to us no later than 14 days prior to the expiry of the original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations, carry out any remedial works where necessary and provide a new certificate. The charge for this, as set out in the schedule, will be payable by you, and will be debited from your rental account.
- (iv) The cost of a Gas Safety Certificate is £105 inc VAT (£87.50 plus VAT).

d. You acknowledge that you are solely responsible for compliance with Gas Regulations and agree to compensate us for any liability, cost or expense incurred under the Gas Regulations.

Furniture and Furnishings

a. You confirm that any furniture and soft furnishings supplied for a tenancy at the property comply with requirements of the Furniture & Furnishings (Fire Safety) Regulations 1988 as amended.

b. You agree to reimburse us for any liability, cost or expense incurred under the above Regulations.

Smoke and Carbon Monoxide Alarms

a. All newly built premises from June 1992 and / or a House in Multiple Occupation (HMO) must have mains fitted smoke alarms with battery backup. It is your responsibility to make sure these alarms are in working order. If X1 are required to install any Carbon Monoxide Testers this will cost £78 inc VAT (£65 plus VAT).

b. All properties require smoke alarms to be fitted. You confirm that each story of the property on which there is at least one room used wholly or partly as accommodation has a working smoke alarm, or will have installed prior to the commencement of an initial tenancy.

c. You confirm that any room which contains a solid fuel burning combustion appliance has a working carbon monoxide alarm, or will have one installed prior to the commencement of an initial tenancy.

d. You confirm that all required alarms will be tested to ensure that they are working on the day of the commencement of the tenancy. Should there be a fault with an alarm; you confirm that you will take the required action to remedy the fault.

Electrical installations

a. You confirm that all electrical equipment at the property is fully operational, is safe and has written instructions for use provided, to comply with the Electrical Equipment (Safety) Regulations 1994.

b. We recommend that a Portable Appliance Test (PAT) be carried out prior to the commencement of the tenancy and periodically thereafter. A qualified electrician must be instructed to carry out a full Electrical Safety Check of the property every 5 years and provide an Electrical Safety Certificate (EICR) confirming the electrical installation is safe and satisfactory for continued use. The cost of an EICR is £258 inc VAT (£215 plus VAT)

c. You agree to reimburse us for any liability, cost or expense incurred under the Electrical Equipment (Safety) Regulations 1994 in relation to the property.

Energy Performance Certificate (EPC)

You confirm that an EPC will be provided prior to marketing the property and that the responsibility of obtaining the EPC remains with you (unless proven to be exempt). It is your legal obligation to ensure the property has at least a minimum energy performance rating of E.

An Energy Performance Certificate is valid for 10 years, the cost of renewing an EPC is £114 inc VAT (£95 plus VAT)

Appliance Manuals

You confirm that, where available, copies of instruction manuals for all gas, electrical and other appliances are present at the property and will be provided to the tenant.

Health and Safety

You are responsible for ensuring that the property complies fully with all relevant health and safety requirements and, in particular, for ensuring that no instances of legionella bacteria are present in the property. We recommend that you carry out a thorough health and safety risk assessment before renting out the property. We cannot accept responsibility for any losses resulting from your failure to conduct a thorough health and safety risk assessment prior to the grant of a tenancy.

Legionnaires' Disease

You are responsible for carrying out a legionnaires risk assessment of the property prior to the property being let. Accordingly, you agree to carry out this risk assessment to the commencement of the tenancy and to provide a copy of such assessment to us. If X1 are required to carry out a legionnaires risk assessment this will cost £138 inc VAT (£115 plus VAT).

Internal blinds

There are requirements under European Regulations that the installation for raising and lowering blinds and the movement of curtains across windows of the property comply with certain safety features (designed to prevent blind cords or chains creating a hazardous loop).

You will ensure the property's blinds and curtains comply with these safety requirements.

Homes (Fitness for Human Habitation) Act 2018

With effect from 20th March 2019 there is a legal obligation on a landlord to make sure that the dwelling and any common parts are fit for human habitation at the time the lease is granted and will remain fit for human habitations during the term of the lease. The law is clear, according to the Health and Safety Executive, if a landlord rents out a property, they have a legal responsibility to ensure the Health and Safety of tenants and their visitors. All parts of a dwelling and associated surroundings (including structure, outbuildings, paths, garden or amenity space, boundaries and means of access) should provide a safe and healthy environment for any resident or visitor. (Some agents are starting to carry out assessments).

Boilers

Legally Landlords are required to have their boilers serviced annually. A boiler needs annual servicing for many reasons, including safety as this can prevent dangerous issues occurring, assist in your boiler running more efficiently which can lower energy bills, maintain your boiler to help it last longer saving costs in the long run. Annual boiler servicing costs £138 inc VAT (£115 plus VAT)

Ventilation systems

If your property has a ventilation system this will require servicing annually. Failure to serve the ventilation system on an annual basis can void any warranty on the product and the price to replace can be costly. Only a trained ventilation service engineer should perform this work. X1 have trained engineers to complete these works which will cost £156 inc VAT (£130 plus VAT) for an annual service.

Landlord and Tenant Act 1985 Section 11

Your responsibility to keep the property in repair. You confirm that we have made you aware of your statutory responsibility to keep the property in repair including the exterior, drains gutters and pipes; to repair the sanitary appliances; to repair the installations for supply of space and water heating and to repair the installations for the supply and gas, electricity and water.

Local Authority Licensing Schemes

You are responsible for ensuring compliance with all local authority licensing schemes for rental properties, including schemes relating to Houses in Multiple Occupation and housing quality regulations under the Housing Act 2004.

You agree to reimburse us for any liability, cost or expense incurred by us as a result of you failing to obtain, or comply with, the licensing requirements.

General Data Protection Regulation

- a. We use the information you provide primarily for the provision of property services to you and for related purposes including:
- (i) updating and enhancing client records
 - (ii) analysis to help us manage our practice
 - (iii) statutory returns
 - (iv) legal and regulatory compliance
- b. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.
- c. Please note that our work for you may require us to pass on such information to third parties such as contractors, legal providers, insurers, deposit protection scheme, utility companies, local authorities, debt collection agencies, inventory clerks. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.
- d. You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.
- e. We have appointed the following person as our representative for the purposes of the Data Protection Act: Anna Martland
- f. We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.
- g. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.
- h. If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.
- i. A copy of our Privacy Policy can be found here: <https://www.x1salesandlettings.com/about-us/privacy-policy/>
- j. How we will use personal information. You agree that we may use the personal information that you, and any tenant or occupier, provide to us as follows:
- (i) where you and/or tenant or occupier (as applicable) agree to the intended use;
 - (ii) to process your payments for the service(s);
 - (iii) to supply the service(s), and enforce our rights under the contract; and
 - (iv) to further refine and develop or target our services for you or other actual or potential customers.

k. If you have any questions about the handling or protection of your personal data. If you would prefer us not to use your information in this way or have any questions about the handling or protection of your Personal Data or your rights under this contract please contact Anna Martland, Unit One, Michigan Point Tower A, 9 Michigan Avenue, Salford M50 2HA.

Preferred supplier Authority

The Landlord hereby confirms that they have authorised the Letting Agent to take the following actions on behalf of the Landlord in connection with the supply of gas and/or electricity to each property: To enter into contracts with an energy supplier selected by the Letting Agent in connection with the supply of gas and/or electricity to each property while the property is vacant and to terminate any existing contracts with any other energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each property. To provide the Landlord's information (including any personal data relating to the landlord and/or any of its officers, employees or agents) to and for use by any relevant energy supplier (And its agents, contractors and partners) for the purposes of processing any application that is made for the supply of gas and/or electricity to each property and managing and administering any gas and/or electricity supply contract(s) in connection with each property. Please also be aware that whilst living in the property and paying energy bills, your tenants have the right to choose to have a smart meter installed.

Preferred suppliers' Smart meter Incompatibility

When you come on supply with our preferred supplier, your meter may lose some of the Smart Meter functionality. Our preferred supplier may not receive automatic readings, meaning meter readings may need to be submitted manually and the pricing information shown on your In-Home Display may not be accurate. Your supply won't be affected, any your meter will continue to record your consumption and you'll still be able to see this on your In-Home Display.

Definitions

In this agreement the following definitions and interpretations apply:

- The use of the singular includes the plural and the use of the masculine includes and feminine and vice versa. "Agent" and "we" or "us" means the Agent trading from the Registered Office Address as described in the overview. "Agreement" means these terms of business between the agent and the landlord.
- "Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- "Calendar Day" or "Day" means any day of the year, including weekends and bank holidays.
- "Working Day" means a day that is not a weekend (Saturday or Sunday), nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971, or any customary or public holiday in England and Wales.
- "Premises" mean any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the landlord at the premises include the use of common access ways and facilities.
- "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the landlord or the agent, which includes the fixtures and fittings in the premises.
- "Term" or "Tenancy" means the fixed term of the tenancy agreement and any extension or continuation of the tenancy, whether fixed term or periodic, arising after the tenancy of the original term.
- "Landlord" and "you" or "your" means the landlord as described in the overview and any other person owning a reversionary interest in the premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy, anyone who later owns the premises.
- "Tenancy Agreement" means the contract drawn up between the landlord and the tenant specifying the obligations of the two parties.
- "Tenant" means anyone entitled to possession of the premises under a tenancy agreement.
- "Superior Landlord" means the person, company or organisation to whom ownership of the premises reverts to an end of the lease.
- "Occupier" means a tenant or any other person or organisation entitled to occupy the premises under a tenancy, licence or any other form of agreement or contract.
- "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this agreement both individually and together.
- "Occupancy agreement" means any agreement between you and any occupier which permits them to occupy the premises whether or not it constitutes a tenancy agreement
- "Relevant persons" means a person who paid the deposit or any part of it, on behalf of the tenant.
- "Deposit" means the money held by the landlord in a stakeholder capacity during the tenancy in case the tenant fails to comply with the terms of the tenancy agreement.
- "Scheme" means an authorised tenancy deposit protection scheme, set up in accordance with the Housing Act 2004, determined by an ADR process or ordered by the court.
- "Member" means the agent who is a member of the Deposit Protection Service or any other industry scheme.
- "Stakeholder" means that deductions can only be made by the agent from the deposit at the end of the tenancy with the written consent of both parties to the agreement.
- "ICE" means the independent case examiner of the Deposit Protection Service, who adjudicates on deposit dispute cases.
- "Prescribed Information" means the information that is required to be provided to the tenant and any relevant person, either under the rules of a government authorised Deposit Protections Service and as prescribed in the Housing "Tenancy Deposits) (Prescribed Information) Order 2007 or as part of the Deregulation Act 2015.
- "Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended), in which the initial requirements of the scheme must be met, and prescribed information must be provided to the tenant and any relevant person.

Complaints Procedure

What is a complaint?

The Property Ombudsman defines a complaint as something a complainant thinks that you may have done wrong, or something that you should have done but did not do. They may notify you of their complaint verbally or in writing.

Even if you believe there is no basis or justification for the complaint, any complaint received should be treated seriously.

The Property Ombudsman states that we must take seriously and investigate any complaint from a current Landlord or Tenant, and from any previous Landlord or Tenant, or their representatives.

Why do we need to follow a complaints procedure?

Following a procedure shows our commitment as a firm to respond in fair and professional manner to any grievances, whether we uphold the complaint or not. It also impacts on our insurance should a complaint be escalated and upheld. When a complaint is dealt with in a positive way it can often improve our relationship with the complainant and we must take every opportunity to increase the trust placed by consumers in X1. We also need to protect our status as compliant with the Code of Practice of The Property Ombudsman.

Stage 1 - Your complaint

Please put your complaint in writing either by letter or email and address it to Lois Wick, Complaints Manager. Please include as much detail as possible, including dates, names of any members of staff you have dealt with, and where you are able to enclosing/attaching any supporting evidence.

X1 Sales & Lettings, Unit One, Michigan Point Tower A, 9 Michigan Avenue, Salford, M50 2HA
Email: lois@x1salesandlettings.com

Stage 2 - Our Acknowledgement

Your complaint will be acknowledged within 3 working days of receiving your complaint, and we will start our in-house complaints procedure.

Stage 3 - Our Investigation

Your complaint will be investigated and Lois Wick, Complaints Manager will provide a formal written response addressing your specific complaints and proposing resolutions where appropriate within 15 working days of receiving your complaint.

Stage 4 - Our Final Investigation

If you remain unhappy, your subsequent complaint will be investigated and Melissa Green, Head of Operations will provide a written response outlining our final position and proposing resolutions where appropriate, within 15 working days of receiving your complaint.

Stage 5 - The Property Ombudsman

Should you remain dissatisfied after receiving our final viewpoint letter you can refer your complaint to:

The Property Ombudsman
Milford House
43-55 Milford Street
Salisbury
SP1 2BP
01722 333306
www.tpos.co.uk admin@tpos.co.uk

You must refer your complaint to the Property Ombudsman within 12 months of the date of the final viewpoint letter.

Ready to proceed

All you need to do now is complete this section and return it to your Senior Account Manager for marketing to commence.

Pre-instruction Landlord Checklist

Documents Required:

- ☐ EPC copy
- ☐ Photo ID for all Landlords - (Valid driving licence or passport must be certified by a solicitor or professional person if we have not met you and you are posting or emailing)
- ☐ Utility bill for proof of current address for all landlords
- ☐ Title deed or solicitor's letter confirming ownership of property
- ☐ Authority to Let from your current mortgage company
- ☐ Authority to sub-let from your superior leaseholder (if applicable)
- ☐ Copy of your buildings and contents insurance and instruction manuals for all appliances
- ☐ Safety Certification for:
 - Gas appliances (where applicable)
 - Working smoke detectors on every floor
 - EICR Certificate (Electrical Installation Condition Report)
 - Legionnaires risk assessment
 - Furniture and furnishings safety compliance check
 - Asbestos check
 - CO2 (carbon monoxide) detectors fitted and working within 1.5m of any fuel appliance

Safety Requirements

Risk Assessment for Legionnaires' Disease - In order to comply with the Health and Safety Executive's Code of Practice landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the landlord acknowledges his responsibility for the safety of the tenant at the premises and confirms he has considered all risks regarding Legionnaires Disease.

Confirmation of Instruction

This document is your instruction to X1 Sales & Lettings to offer your property for letting on the open market. X1 will not market your property for let unless you agree to our terms of business in full. Any verbal instruction will assume your full acceptance of these terms.

Landlord: _____

Address: _____

Postcode: _____

Email: _____
Tel: _____

A full address for Service of Notices upon the landlord must be given (this must be an address in England or Wales for non-managed properties). For additional landlords please attach address details to this page. I/we instruct X1 Sales & Lettings to market my property listed below and that all joint owners are aware of and agree to the letting of the property.

	at £	PCM
	at £	PCM
	at £	PCM
	at £	PCM
	at £	PCM

I/we wish to undertake (please tick appropriate box):

☐ **X1 Full Management Service**
10.8% inc VAT (9% + VAT)
New tenant set up fee from £600 inc VAT (£500 + VAT)

☐ **X1 Let Only Service**
£780 inc VAT (£650 + VAT)
Please tick below for optional additional services by X1 Sales & Lettings if required:
Inventory
Studio / 1 bed: £144 inc VAT (£120 + VAT) ☐
2 bed: £192 inc VAT (£160 + VAT) ☐
3 Bed: £336 inc VAT (£280 + VAT) ☐
Let renewal £180 inc VAT (£150 + VAT) ☐
Tenant/Guarantor referencing: £60 inc VAT (£50 + VAT) ☐

If you have agreed any conditions to this contract please state clearly in writing and attach them to this form. However, any amendments to our terms of business are subject to full agreement and counter signature by an appropriate manager or director of X1 Sales & Lettings.

Signed on behalf of all landlords	Date
_____	_____

Countersigned on behalf of X1 Sales & Lettings	Position in Company
_____	_____

Complete, sign and return to:
Unit One
Michigan Point Tower A
9 Michigan Avenue
Salford
M50 2HA

T: +44 (0)161 669 7070
E: hello@x1salesandlettings.com

Important Information

Please check all terms below to proceed:

- ☐ I / we have read and full accept these Terms of Business and will be bound by the terms contained herein.
- ☐ I / we wish for X1 Sales & Lettings to provide the services indicated and I /we agree to pay the fee as stated in this document upon demand.
- ☐ I am / we are the sole owner(s) of the freehold / leasehold interest in the property.
- ☐ I / we declare that should my/our situation, status, address, bank details or contact details change during the tenancy X1 Sales & Lettings will be immediately notified.
- ☐ I / we confirm that these Terms of Business shall continue for every tenancy agreed, every fixed terms or periodic tenancy or tenancy renewal carried out at the property indicated on this form, until both parties agree in writing that such Terms of Business have been terminated.
- ☐ I / we confirm that we understand X1 Sales & Lettings will use their experience and knowledge to accept appropriate offers on our behalf, and, will undertake references for our approval in accordance with our written instructions.
- ☐ I / we understand that all photographs of my / our property or commission by X1 Sales & Lettings are copyright of X1 Sales & Lettings and may be used for any marketing purposes.
- ☐ I / we understand that interest at the rate of 4% over the base lending rate of the Bank of England will be payable on fees and commission not paid to X1 Sales & Lettings within 14 days of the due date for payment Consumer Protection Regulations
- ☐ I / we confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition of which I / we are aware due to be carried out to the premises adjoining property or the building of which the premises forms part which may affect the letting of the premises except as noted below:

- ☐ I / we understand that X1 Sales & Lettings reserve the right to vary the terms of this agreement giving 1 month notice in writing, allowing 14 days to respond with my / our comments, in writing to X1 Office, Unit 1, Michigan Point Tower A, 9 Michigan Avenue, Salford M50 2HA.
- ☐ I / we understand that all offers put forward are subject to contract and do not constitute a legally binding contract until all parties have signed the tenancy agreement and it has been formally dated.

Please ensure that you have read and fully understood all of the above.

Landlord Signature:

NB: All single signatures are deemed as "on behalf of" all joint landlords

Important Information

Please note all of the following:

- The landlord hereby confirms that they have authorised the Letting Agent to take the following actions on behalf of the Landlord in connection with the supply of gas and/or electricity to each Property: (i) to enter into contracts with an energy supplier selected by the Letting Agent in connection with the supply of gas and/or electricity to each Property while that Property is vacant and to terminate any existing contracts with any other energy suppliers in respect of that Property; (ii) to engage with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property; and (iii) to provide the Landlord's information (including any personal data relating to the Landlord and/or any of its officers, employees or agents) to and for use by any relevant energy supplier (and its agents, contractors and partners) for the purposes of processing any application that is made for the supply of gas and/or electricity to each Property and managing and administering any gas and/or electricity supply contract(s) in connection with each Property.
- Multiple Agency: If you are marketing your property with more than one agency, you are obliged to give notice to all parties when an initial holding deposit is taken, as this secures the property to that tenant for 7 days whilst references are undertaken and contractors are organised. Your property should be taken off the market during this time with all agencies, so please be certain of your intentions to proceed before accepting the initial payment, as costs will be incurred, for which you will be liable, if you withdraw from the transaction.
- Applicant introduction: it can happen that an applicant(s) can view a property with more than one agency, and you are liable to pay the letting fee to X1 Sales & Lettings, if the tenant was introduced via our agency in the first instance, either from our advertising, mailing, telephone marketing, appointment booked via our lettings office, or via a current tenant previously introduced by X1 Sales & Lettings.

It can also happen that an applicant(s) wishes to negotiate a tenancy with an agency who did not conduct the original viewing at the property. If an offer has been negotiated by X1 Sales & Lettings and agreed with all parties to the point where a non-refundable deposit is taken to secure the property then you are liable to pay the letting fee in full to us.

Please ensure that you understand your liability for payment of fees, prior to accepting a tenant through an agency who did not introduce them to the property or negotiate the deal.

- Consent to Let:
If you are a leaseholder, you confirm that permission is granted under the head lease to let the property and that any relevant sections of the head lease will be provided to us prior to the commencement of the tenancy, to attach to the tenancy agreement if applicable; and that the period of the intended letting expires before the expiry of your head lease.

If the property is mortgaged, you confirm that permission has been sought where required from the mortgage lender or charge holder before letting the property.

You are required to have building and contents insurance. You confirm that you have building and contents insurance cover for the property including third party liability; that copies of the relevant sections of the policies will be provided to the tenant at the start of the tenancy; and that the insurer has been informed of the letting of the property.

- Our responsibility for the loss or damage suffered by you:
 - a. We are responsible to you for the foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during our pre contract discussions.
 - b. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the service including the right to have services supplied with reasonable skill and care.
 - c. We will not be liable for non-payment of rent or any action of the tenant, including (but not limited to) any failure by the tenant to deliver up possession of the property.
 - d. We are not liable for the care of or any damage suffered to the property when it is untenanted or for matters not noted during an inspection carried out by us.
 - e. We are not liable for any damage caused by the tenant to the property or fixtures and fittings, whether damage is accidental or intentional.
- When we are liable for damage to property. We will make good any damage to your property caused by us in providing the Service(s). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover.
- We may transfer this agreement to someone else. We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and we will seek to ensure that the transfer will not affect your rights under the contract.
- You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- Nobody else has any rights under this contract. This is contract is between you and us. No other person shall have any rights to enforce any of its terms.
- If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses, and each of the sub-clauses, of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the relevant clause or sub-clause shall be deemed deleted. However the remaining clauses will remain in full force and effect.
- Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything that you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that yo do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase.

Landlord Signature:

NB: All single signatures are deemed as "on behalf of " all joint landlords

Notice of the right to cancel

X1 Sales & Lettings are obliged to advise all clients of their right to cancel any agreement to market their property with an initial 14 day cooling off period from the signature date on the agency agreement. The Right to Cancel applies where the agreement is signed in the clients home, rental property or place of work. This right can be exercised by delivering, sending (including by electronic communication) a cancellation notice to the person/company mentioned in the following paragraph within 14 days, the notice effective from the date the notice is served.

I understand that I can request X1 Sales & Lettings to commence immediate marketing of my/our property and that I will not lose my right to cancel, however I will be liable for any costs which you, as agent have incurred. This cost will not exceed the sum of £720 inc VAT for a studio/1 bedroom apartment, £810 inc VAT for a 2 bedroom apartment and £960 inc VAT for a 3 bedroom apartment.
I/we acknowledge receipt of the above conditions

Date: Clients signature:

Clients name:

Property Address:

Signed on behalf of X1 Sales & Lettings

I/we hereby instruct you to commence immediate marketing of the above mentioned property

Date: Clients signature:

The below form may be used to cancel the signed contract between the named client and X1 Sales & Lettings as per the above advisory.

Cancellation Notice to be included in the Notice of the Right to Cancel. If you wish to cancel the contract you must do so IN WRITING and deliver personally, or send (which may be electronic communication) this to the person/company named above.

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

Cancellation Notice

To X1 Sales & Lettings

Please be advised that I/we hereby give notice that I/we wish to cancel the contract in relation to

exercising my/our right under the 14 day cooling off period.

Client name: Clients signature:

Date:

Contact us today

Liverpool office:

Ground Floor,
Exchange Station,
Tithebarn Street
Liverpool
L2 2QP

We are open:

Mon 9:30am – 5:00pm
Tue 9:30am – 5:00pm
Wed 9:30am – 5:00pm
Thu 9:30am – 5:00pm
Fri 9:30am – 5:00pm

Call our office:

+44 (0)151 559 3333

Email our team:

hello@x1salesandlettings.com

x1salesandlettings.com

