



R&G



INDEPENDENT ESTATE AGENTS

Fully Managed Service Agreement

R & G Estate Agents Ltd

57 Townhead, Kirkintilloch, Glasgow G66 1NN

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1.0 Agent's Standard Duties

The Agent will endeavour to:

- 1.1 Determine a fair market rental for the property.
- 1.2 Take appropriate action to find a suitable Tenant.
- 1.3 Take steps to investigate the suitability of the Tenant, including verification of their financial status.
- 1.4 Arrange for payment by the tenant of initial rent and security deposit.
- 1.5 Receive and account for rental receipts on a monthly basis, or period agreed, and record a statement of income and expenditure for the Landlord.
- 1.6 Credit net receipts into the Landlord's nominated Bank/Building Society Account.
- 1.7 Take necessary action to pursue rent arrears where appropriate.
- 1.8 Draw up a Tenancy Agreement and specified Notices in accordance with the relevant Housing Act(s), and or other legislation.
- 1.9 Organise a detailed Inventory and/or Schedule of Condition of the subject property.
- 1.10 Arrange for the Tenant to occupy the property, notifying relevant authorities and utilities of the change of occupancy.
- 1.11 Check the Tenant out of the property and assess damages and dilapidations.
- 1.12 Exercise the powers granted with the Housing Act(s) and/or other relevant legislation, and/or the tenancy agreement, to review the rent at the time specified.
- 1.13 Re-let the property at an appropriate market rental on termination of a tenancy, having so advised the Landlord in writing, unless otherwise instructed.
- 1.14 When instructed, serve Notice to Leave upon the Tenant.
- 1.15 Organise and, where necessary, supervise repairs/routine maintenance work as required, in line with good management practice.
- 1.16 Visit the property on a regular basis (unless otherwise agreed) after the commencement of the tenancy to carry out an inspection. Written reports can be submitted on request.

2.0 Landlord's Responsibilities

- 2.1 You have confirmed you have obtained written consent to let from the heritable creditor and can provide evidence where requested.
- 2.2 To register as a Landlord with the Local Authority and forward registration number to the Agent, and to renew the Registration at the appropriate intervals.
- 2.3 To advise the insurers of the building and contents of his/her intention to let, and to ensure that the subject property is kept fully insured.
- 2.4 To advise any Factor or common management Agent of their intention to let and authorise communications between the Agent and Factor.
- 2.5 To arrange for the temporary disconnection of the telephone with British Telecom or other service provider on vacating the property and accept any re-connection charges on your return to the property (no guarantee can be given to the Landlord that a particular telephone number can be retained at a property).
- 2.6 To give notice to the Agent of his/her intention to repossess the property. This notice will be in writing and shall be given in sufficient time for the correct termination notices to be served on the Tenant.
- 2.7 To pay to the Agent, in the event of a Tenant in occupation purchasing the property, or the property being sold with a Tenant in situ, a fee of 0.75% of the agreed purchase price. This will be subject to VAT @ current rate at time of sale.
- 2.8 To ensure that all furniture and furnishings comply with current legislation.

- 2.9** To ensure that all gas (natural or Calor) appliances have been serviced and checked by a Gas Safe registered tradesman, within the last twelve months, in accordance with current legislation, and annually thereafter, and that the required certification will be made available to the Agents.

[The Gas Safety \(Installation and Use\) Regulations 1998 \(legislation.gov.uk\)](#) superseded the 1994 regulations.

- 2.10** To ensure that the electrical supply, equipment, and appliances in the subject property are safe and tested in accordance with current legislation and the required certification will be made available to the Agent. Include

[The Electrical Safety Standards in the Private Rented Sector \(England\) Regulations 2020 \(legislation.gov.uk\)](#) and

[The Electrical Equipment \(Safety\) Regulations 2016 \(legislation.gov.uk\)](#).

- 2.11** To ensure that a valid Energy Performance Certificate is obtained, and the required certification is made available to the Agents prior to advertising.

- 2.12** Please see the regulations for responsibilities for Carbon Monoxide alarms
[Carbon monoxide alarms in private rented properties: guidance - gov.scot](#)

- 2.13** Please see the link for information regarding a landlord's duty of care to tenants in relation to Legionella: L8 Approved Code of Practice (2013) [Legionnaires' disease - Legionella and landlords' responsibilities \(hse.gov.uk\)](#)

3.0 General Terms

- 3.1** The Agent reserves the right to vary the fees, giving three months written notice to the Landlord, if increases in costs justify a variation.

- 3.2** Interest accruing on funds held by the Agent before the transfer to the Landlords account will be retained by the Agent.

- 3.3** The Agent will ensure that all tenancy deposits are securely held and protected by Safe Deposits Scotland and that disputes about their return are resolved quickly and fairly. Tenancy deposits may be used against dilapidations, damage, and rent arrears.

- 3.4** **The Agent has the authority to sign the tenancy agreement and any legal notices on behalf of the Landlord.**

- 3.5** Expenditure incurred by the Agent in respect of the maintenance and running of the property will be recovered from current rental income or funded by the Landlord if necessary. The Landlord authorises the Agent to arrange repairs/maintenance work up to a value of £150 without their prior authorisation. The cost of the work will be recovered from current rental income or funded by the Landlord as necessary.

- 3.6** The Landlord authorises the Agent to erect a board, where appropriate, signifying that the property is available for let or let agreed, as applicable.

- 3.7** On termination of the final tenancy and vacation by the tenant, responsibility for the property will revert to the Landlord.

- 3.8** The Landlord may terminate this Agreement in writing at any time before the commencement of any tenancy, subject to reimbursement by the Landlord of:

(a) Any administrative/advertising costs of up to £250.00 incurred by the Agent.

(b) Any reasonable costs incurred for a proposed tenancy to an applicant, which has been made and accepted.

- 3.9** Either party may terminate this Agreement by notice in writing on the vacation of the property by the Tenant, or at any time during a period of non-occupancy, or in the event

of a breach by either party of its obligations provided that such breach has been advised to the other party and corrective action had not been taken within a reasonable time.

- 3.10** The Agent reserves the right to assign its rights and/or obligations under this agreement where appropriate.

4.0 Taxes Management Act 1970 (Overseas Clients)

- 4.1** Do you now, or do you intend to live abroad with earnings not subject to UK Tax?

Please initial as appropriate YES..... NO.....

If yes above, the Landlord can opt to apply to receive UK rental income with no tax deducted, in the form of a Non-Residents Landlord Scheme (NRL1) application and evidence submitted to the Agent or the Agent will be required to deduct tax at basic rate and remit to the Inland Revenue on a quarterly basis as required by current FICO regulations.

<https://www.gov.uk/government/publications/non-resident-landlord-application-to-have-uk-rental-income-without-deduction-of-uk-tax-individuals-nrl1>

The Agent will liaise with the Landlord's tax advisors when requested.

- 4.2** The Landlord is required to notify the Agent, in writing, of any changes to his/her residential status as set out in 4.1 above.
- 4.3** The Landlord agrees to pay the Agent's fees in accordance with clause 5.0 below.

5.0 Fees and Commissions

(Payable on completion and move-in of a successful Tenancy)

- A) Setting-up fee of 50% plus VAT (VAT is currently 20%. This is subject to change by legislation) or 60% including VAT for the introductory fee of the first months' rent, plus VAT, for finding the Tenant and for the creation of the initial tenancy.
- B) Inventory fee of £50 plus VAT (VAT is currently 20%. This is subject to change by legislation) or £60 including VAT for the creation of a detailed schedule of condition with coloured photographs for the initial tenancy and each tenancy thereafter.
- C) Setting-up fees of 50%, plus VAT (VAT is currently 20%. This is subject to change by legislation) or 60% including VAT of the monthly rental for the creation of second and subsequent tenancies.
- D) Management commission at the rate of 10 % plus VAT (VAT is currently 20%. This is subject to change by legislation) of gross monthly rent received thereafter.
- E) Tenant's vetting fee- £30 per tenant

5.1 Tax Fee

Where applicable, a fee of £100.00, inclusive of VAT (VAT is currently 20%. This is subject to change by legislation), will be recovered from rental income for each financial year or part year in respect of work undertaken as detailed in Section 4.

Upon the signing of this Agreement the Landlord has authorised R & G Estate Agents Ltd to:

- A) Act as Managing Agent.
- B) Act on instruction in the event of any gas appliance/pipework which requires checking in compliance with the Gas Safety (Installation and Use) Regulations 1994.

WE fully understand and agree to the Terms and Conditions specified in this Agreement.

NAME OF LANDLORD(S):

OF (ADDRESS OF LANDLORD):

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.....

SIGNATURE(S) OF LANDLORD(S):

.....

DATE OF SIGNATURE:

.....

R & G Estate Agents Ltd agree to undertake the management of:

In accordance with the Terms and Conditions specified in the Agreement.

NAME OF AGENT (on behalf of R&G Estate Agents Ltd):

SIGNATURE OF AGENT:

.....

DATE OF SIGNATURE:

.....

Cancellation Form

Cancellation Request

I, _____ (Name),
hereby give notice that I wish to cancel my contract **with immediate effect**.

Please provide the following details to complete your cancellation request:

- **Full Name:** _____
- **Property Address:** _____
- **Rental Property Address (if different):** _____

- **Reason for Cancellation:** _____

Signature: _____

Date: _____
