

**Terms of Business**

**2013**

**1. Definitions**

In these Terms and Conditions the following expressions shall have the following meanings:

**1.1.** “You”, “your” and “Landlord” shall mean the person(s) named, and whose signature(s) appear, on page 5 of this Agreement

**1.2.** “We”, “us”, “our”, the “Agent” and the “Laidlaw Lettings” shall mean Laidlaw Lettings, whose registered office is situated at 27 Corporal John Shaw Court, Prestonpans, East Lothian, EH32 9GJ.

**1.3.** “Tenant” shall mean the person(s) natural or legal, introduced by us to you for the purposes of the Tenancy, and/or named on the Tenancy Agreement. Where the Tenant is a natural person, the definition shall include any relative or partner whether business or personal. Where the Tenant is a legal person, the definition shall include any connected person or body of that company, and any parent company, subsidiary or member of the same group of companies

**1.4.** “Agreement” shall mean these Terms and Conditions concluded between the Landlord and the Agent, as evidenced by their respective signatures on page 5 of the same

**1.5.** “Property” shall mean the property to which this Agreement relates, identified on page 5 of the same

**1.6.** “Rent” shall mean all sums paid by or on behalf of the Tenant for the use of the Property, whether expressed to be rent or otherwise

**1.7.** The “Tenancy” shall mean the entire period for which the Tenant remains in the Property including any renewal or extension or periodic tenancy whether by way of further agreement or otherwise

**1.8.** “Joint and several liability” shall have the meaning ascribed to it by common law

2. **Appointment**

2.1. Subject to the terms and conditions of this Agreement, The Landlord appoints The Agent to be his agent for The Property.

3. **Deposits**

3.1. The Agent will hold the deposit until such time as it is transferred to My Deposit Scotland.

3.2 The Landlord will not be entitled to any interest accrued whilst the deposit is held by The Agent. Once the deposit is transferred to a Scheme any interest accrued will be taken by the Scheme in terms of the Regulations.

3.3 Any deductions to the deposit can only be made in accordance with the deposit clause in the lease and in terms of the Tenancy Deposit (Scotland) Regulations 2011 and the rules of the Scheme. The Landlord by signing this Agreement hereby expressly authorises The Agent to act on their behalf in relation to the deposit and the Tenancy Deposit Scheme.

**4. Pre-instruction requirements**

4.1**.** Mortgages: where the Property is the subject of a mortgage or other legal charge, the mortgagee or proprietor of the legal charge has given its consent to the Tenancy

4.2. Insurance: you have adequate buildings and (if necessary) contents insurance for the purposes of the Tenancy

4.3. Fire Regulations/Health & Safety: furnishings, heating and all other installations and equipment conform to all relevant statutory requirements and codes of conduct

4.4.Fittings & Equipment: all equipment provided with the Property is in good working order prior to the commencement of the Tenancy

**5. Our services**

5.1. Tenant Find Service

In providing the Introduction Service, Laidlaw Lettings will:

* Provide advice on an appropriate rental value for the Property
* Listen to, and act on your needs as a landlord
* Agree with you the price at which the Property is to be marketed
* Market the Property at that price
* Take and retain photographs of the Property for the purpose of marketing
* Place details of the Property on our own website [www.laidlawlettings.co.uk](http://www.laidlawlettings.co.uk) and on Citylets ([www.citylets.co.uk](http://www.citylets.co.uk))
* Accompany all prospective tenants through the Property during viewings
* Reference all prospective tenants
* Provide feedback, on request, as to progress with viewings
* Notify you of prospective tenants
* Prepare an Short Assured Tenancy Agreement
* Collect a deposit and the first calendar month‟s rent from the tenants

5.2. Property Management Service

In providing the Property Management Service, in addition to the services listed at Clause 5.1, Laidlaw Lettings will:

* Receive rent on your behalf and forward the balance, net of our monthly Management Service fee and any expenses we have incurred on your behalf, to you or your nominee within 10 working days
* Prepare and submit monthly Statements of Account to you or your nominee (except where there is no change from the most recent Statement)
* Arrange for the inventory to be checked at the termination of the Tenancy and a check-out report to be supplied
* Inspect the property at least three times during the Tenancy (at check-in, during the sixth month of the Tenancy and at check-out)
* Deal with day to day management matters including minor repairs, renewals and necessary replacements. Where these, or any other works, are likely to cost in excess of £100 (plus VAT) we will, except in the case of an emergency, obtain and submit to you estimates for the work
* Take responsibility for the day to day management of the Property including changes of tenancy and commissioning any cleaning and/or repair works arising from the check-out report
* Take all reasonable steps to inform the relevant Local Authority and utilities companies (water, electricity and gas if applicable) of change(s) in occupation of the Property where we hold the necessary information

**Important notes relating to the Property Management Service**

Laidlaw Lettings will make all reasonable endeavours to procure the payment of rent by the Tenants. We will take such action in your name as is appropriate in the circumstances by serving a formal letter on the Tenant at the Property. Should it become necessary for you to instruct a legal adviser you will be responsible for all fees and charges incurred in this regard

**6. Information applicable to all our services**

6.1. Rent

The Rent quoted by us to prospective Tenants shall be inclusive of all the outgoings for which you are liable as the Landlord (such as ground rent, service charges) but exclusive of those payments for which a Tenant is commonly responsible (such as gas, water, electricity, other fuel charges, telephone, other communications charges and Council Tax or similar levy)

6.2. Remittance of rent

Present banking day arrangements are such that we need to allow 10 working days to clear funds paid to us and then transfer them, net of any fees or other charges payable to us.

6.3. Inventories

We strongly recommend that an inventory clerk, independent of the parties to the Tenancy Agreement, is appointed to compile an inventory at the commencement of the Tenancy and to check it on termination. Please note that the commissioning of an inventory is a pre-requisite of our Property Management Service (see Clause 5.5). You are responsible for the fees relating to the inventory

6.4. Inspections

It should be noted that all inspections carried out by us as part of our Property Management Service or requested by you on an ad-hoc basis are designed to highlight obvious and/or apparent defects and will not amount to a structural or other type of survey

**7. Fees and other charges**

7.1. Tenant Find Service

The commission payable for this service is £250 plus VAT, and is deducted from the initial payments received from the Tenant.

7.2. Property Management Service

The commission payable for this service is 15% plus VAT, and is deducted from the monthly rent received by us from the Tenant

7.3. Holiday Let Service

The commission payable for this service is 15% plus VAT, and in addition a fee of £175 plus assigned for advertising of the property. The 15% plu VAT will be deducted from bookings direct from guests, however the £175 plus VAT will be paid by the client direct to Laidlaw Lettings at the time of advertising the property.

**8. Renewal**

We will contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension of the tenancy.

**9. Confirmation of instructions**

So that we can proceed with the marketing of your property(ies) as soon as possible, it is vital that you sign these terms of business and complete the Landlord & Property Information Form and return them to the office indicated below.

**ADDRESS OF THE PROPERTY TO BE LET AND/OR MANAGED:**

I/we the undersigned hereby declare that I am/we are the sole/joint owner(s) of the above property and as such agree to instruct Laidlaw Lettings as agents for the following service as detailed in these Terms of Business:

**Tenant Find Service ☐**

**Property Management Service ☐**

Signed: Date:

Signed on behalf of Laidlaw Lettings