



BAYCITYLIVING

LETTINGS | INVESTMENTS | MANAGEMENT

Bay City Living Ltd
44 Heol Staughton
Cardiff Bay
CF10 5FS

Lettings Agency Terms of Business Agreement

Name(s) of Legal Owner/s:

Property Address:

Address of Legal Owner/s:

.....

.....

Home Phone:

Work Phone:

Mobile:

Email:

Rent agreed: £..... pcm

Min rent accepted: £..... pcm

Bond required: £.....

I/We do/do not permit the following to reside in my/our property:

Smokers Pets DSS

Fully managed service charged at 10% no VAT of the monthly rent, plus an initial setting up fee of 50% of the first month's rent to include free inventory.

Tenant finding service charge at 75% of the first month's rent no VAT.

For further information please refer to our detailed fee and service guide.

I/we confirm I am/we are joint owners and I/we wish to let the above property.

Sole agency

Dual agency

Please note for lettings we do not charge any additional fees for acting as a Dual Agent in respect of a lettings advertising service. However it is not advised as it can often give a negative first impression for a prospective tenant if more than one agent is advertising the same property.

- I/we will provide Bay City Living Ltd with a copy of our passport/photo card driving licence or birth certificate and a utility bill dated within the last 3 months for Money Laundering regulation purposes.
- I/we confirm these instructions are for Bay City Living Ltd to act as our letting agent from the date below and I/we agree to give Bay City Living Ltd immediate notification if the property is let by me or another agent.
- I/we agree that 2 months' notice, signed and in writing is given to cease management - from the date the next rent is due.
- I/we authorise Bay City Living Ltd to display details of my/our property on any internet site they consider appropriate and to use any other advertising media they deem necessary, including a for rent board.
- I/we confirm that the above are legally allowed to enter into a letting agreement and will provide proof of ownership and a valid EPC (Energy Performance Certificate). The Energy Performance of Buildings (England & Wales) Regulations 2012. If you would like Bay City Living Ltd to arrange this for you, please tick here
- I/we understand the law with regards to tenant deposits and that ALL bonds/deposits must be held within a Government approved tenancy deposit scheme within 30 days of receiving the monies. Bay City Living is a member of the Deposit Protection Service (DBS). If you would like Bay City Living to arrange this for you, please tick here
- I/we have been made aware of the fire and furniture regulations and accept liability for ensuring that my/our properties comply. It is advised that due diligence and a fire safety risk assessment is to be carried out prior to letting and should be ongoing (Housing Act 2004). If you would like Bay City Living Ltd to arrange this for you, please tick here
- We also have been advised of the current gas applicant safety regulations and electric safety regulations and agree to ensure that appropriate arrangements are made. A copy of the annual gas safety check must be provided to your tenant before they move in and also within 28 days of the check being completed every year. Landlords must keep copies of the gas safety record for 2 years. If you would like Bay City Living Ltd to arrange this for you, please tick here
- I/we have been made aware of the risks of exposure to Legionella and my legal responsibilities as a landlord. If you would like Bay City Living Ltd to arrange a visual risk assessment or arrange for an accredited engineer to conduct a report, please tick here
- I/we confirm that a maintenance float figure is to be agreed before the letting of the property, and that you give permission to Bay City Living Ltd to act on your behalf (when necessary) for what would be deemed to be a reasonable sum of money to be spent conducting a maintenance job that would be bracketed under the term of 'urgent' (e.g. mass leaks and heating repairs) and immediately in an emergency.
- A sale fee of 1% + VAT (1.2% inc. VAT) at the current UK rate will be charged should a sale be agreed by Bay City Living Ltd.
- I/we confirm that we will not visit the property without giving the tenant as much notice as possible and a minimum of 24 hours unless it is an emergency.
- I/we understand it is our responsibility to forward any keys or door codes to Bay City Living Ltd or the tenant and that spare copies should be made and held in an accessible yet secure location. If Bay City Living Ltd hold keys for your property, they will be kept under security coding in our key safe.

- Rent Smart Wales processes and manages landlord registrations and grants licences to landlords and agents who need to comply with the Housing (Wales) Act 2014. There are new legal obligations for ALL landlords or agents who undertake letting and management work at rental properties on behalf of landlords in Wales to become registered.
- It is the landlord's responsibility to register all of their rental properties in Wales. In order to manage a rental property, the agent or individual e.g. landlord is required to be licensed and qualified as a fit and proper person. All landlords must attend a Rent Smart Wales training course unless they are using a qualified agent to manage the property on their behalf. Bay City Living Ltd are qualified and can act on your behalf for all forms of property management.
- I/we have read the above agency terms and agree to be legally bound to them in consideration of the services to be provided by Bay City Living Ltd under the letting agency terms agreement.
- **7 day cooling off period/cancellation notice.** You have a right to cancel this contract within 7 days of the date of the contract. If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) to the person named below.

Bay City Living Ltd are licensed members and adhere to the rules and code of conduct for the following organisations: Rent Smart Wales, ARLA, The Property Ombudsman (TPO) and The Tenancy Deposit Scheme (DPS).

It is the landlord's responsibility to have appropriate insurance for the properties. Should you have any queries please feel free to contact PG Insurance on 029 2052 9055 or your current insurance provider.

Signed: Mr Nick Tatham MARLA
 For and on behalf of Bay City Living
 029 2022 0567
 07825 950031
nick@baycityliving.co.uk
www.baycityliving.co.uk

Signed: Legal owner/s:

.....

Date of instruction:

