

# Ascend

Managed Service Agency Agreement

## PROPERTY MANAGED SERVICE AGREEMENT

This agreement is made between the Landlord and Ascend Estates Ltd T/A Ascend Properties; Company number 08892998, who agree to act as Agent for the Landlord, and are hereinafter referred to as "the Agent".

By signing these terms and conditions, the owner is confirming that they are the owner of the property that has been instructed to be managed by the Agent and has the power and authority to enter into this agreement. The owner is also confirming that they have obtained all necessary consents from any mortgagee or other lender, individual or organisation that has an interest in or security on the property.

The owner also confirms that there are no arrears on any mortgage or loan on the property.

## FULL ADDRESS OF PROPERTY TO BE LET:

## MANAGEMENT SERVICE

The Agent provides a property management service to owners (and superior landlords) wishing to let out their property. A fee for the management service is taken as a percentage of the gross rent for the period of the tenancy. Our minimum fee is £54 including VAT per calendar month. A letting fee will be levied at the outset for the tenant find and arranging the tenancy as listed in the Scale of Fees section of this agreement.

The Standard Management Service includes:

1. Advising as to the likely rental income and any action required to make the property suitable for letting.
2. Advertising and marketing the property.
3. Supplying a To Let board to be erected within the boundaries of the property. It is the owner's responsibility to inform the Agent of any restrictions that prevent this.
4. All viewings, accompanied by a member of staff from the Agent or where applicable, Sub-agent.
5. Referencing prospective Tenants, undertaking credit checks, ID verification and right to rent checks.
6. Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts and renewing the agreement where necessary at the end of the Term.
7. Liaising with a Landlord's mortgagees where necessary, regarding references and the Tenancy agreement.
8. Taking a deposit from the Tenant to be held by the Agent until the end of the tenancy and, in some cases, taking rent in advance from the Tenant to be held by the Agent until it falls due.
9. Preparation of an Inventory and Schedule of Condition at the commencement of any new tenancy, excluding renewal tenancy agreements.

10. Collecting the rent and paying over to the Landlord on a monthly basis (sent within 7 days of collection) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
11. Arranging with service companies (principally electricity, gas, water and council tax) for meter readings and advising them of the transfer of service contracts to the Tenant at the beginning of each new tenancy agreement. This service will be given where the Landlord has provided the Agent access to the meters.
12. Regular inspection of the property. Responsibility for the management of an empty property is not normally included but will be carried out by special arrangement.
13. Co-ordination of repair or maintenance, including arranging for tradesmen to attend the property and obtain estimates where necessary, as well as supervising works and settling accounts from rent received.
14. Making payments on behalf of the Landlord, from rent received, for costs in managing the property.
15. Carrying out a full property inspection and inventory check at the end of the tenancy and dealing with matters relating to unfair wear and tear, before releasing the Tenant's deposit.
16. Forwarding any of the Landlord's mail passed to the Agent by the Tenant or collected by the Agent during routine visits.

#### GENERAL AUTHORITY

The Landlord confirms that they are the sole or joint owner of the properties and has the right to rent out the properties under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee, joint owners, superior Landlord and freeholders. The Landlord confirms that they have permission to sign on behalf of any co-owners. The Landlord authorises the Agent to carry out the various duties of property management as detailed 1-16 previously. The Landlord also agrees that the Agent may take and hold deposits.

In the event of any instructed property being repossessed, the owner hereby indemnifies the Agent against any liability or claim against the Agent by the Tenant or mortgagee.

#### REASONABLE COSTS AND EXPENSES

The Landlord agrees to repay the Agent for any reasonable costs, expenses or liability incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out its duties effectively, the Landlord agrees to respond promptly to any correspondence or requests from the Agent.

#### ENERGY PERFORMANCE CERTIFICATES

As from 1<sup>st</sup> October 2008, all rental properties with a new tenancy in England and Wales are required to have an Energy Performance Certificate (EPC). The owner accepts that this is a legal requirement. An EPC is valid for 10 years. The Agent will instruct and charge for these where required/expired. The cost is as per the Scale of Fees. <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>

## TENANCY AGREEMENT

A tenancy agreement is a legally binding contract between you, the Landlord, and the Tenant of the property. The agreement contains the conditions and responsibilities of the Landlord and the Tenant, including the term of the tenancy and the conditions that will apply if you want to take possession.

At Ascend, our tenancy agreements are written to meet the needs of each owner, after taking account of the Housing Act 1988. Our tenancy agreements are regularly updated to include changes in the law and to take account of our own experiences, and can include any additional clauses that you request, in accordance with the Housing Act. If the Landlord or the Tenant does not follow the terms of the agreement, the other person has the right to take legal action.

The Standard Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s). Should the Landlord require an amendment of the contract, they must advise the Agent in writing. It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord and that the Landlord accepts to be bound by the conditions that such an agreement imposes.

## MAINTENANCE

The Landlord agrees to provide any instructed property in good condition and that in each property, beds, sofas and all other soft furnishings conform to The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended 1989, 1993 & 2010). The Landlord agrees to make the Agent aware of any ongoing maintenance problems.

Subject to a retained maximum expenditure limit of £150.00 including VAT on any single item of repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on any of the instructed properties (although the administration of major works or refurbishment will incur an additional charge – see Scale of Fees). "Retained maximum expenditure limit" means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs, in any single monthly accounting period without prior reference to the Landlord.

For expenditure in excess of the retained maximum expenditure limit, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for the reasons of contractual necessity, where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified.

The Agent operates an out-of-hours, 24-hour, 365-day emergency maintenance service for managed properties. The emergency maintenance service covers the cost of any initial out-of-hours contractor call-out charges and labour needed to rectify the initial emergency but not replacement parts or return visits.

By law, it is necessary to carry out an annual inspection of the central heating and any gas appliances. It is the Landlord's responsibility to provide the Agent with a copy of the Gas Safety Certificate. If this is not provided the Agent will carry this out on the Landlord's behalf and expense and administer the necessary inspection and maintenance records. The Landlord will be charged according to the Scale of Fees contained within this document.

## OVERSEAS CLIENTS

When letting property and collecting rents for Landlords overseas, the Agent is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been

authorised in writing by Inland Revenue to receive rent gross. A standard quarterly charge will be made for this work, and reasonable administration expenses may be charged by the Agent for further work requested by the Landlord, the Landlord's accountant or the Inland Revenue in connection with such tax liabilities. Please see the Scale of Fees section.

## COUNCIL TAX/UTILITIES

Payment of Council Tax will be the responsibility of the Tenant while the property is occupied. The owner understands that during vacant periods, utility charges and council tax remain the responsibility of the Landlord and they must make arrangements to settle the accounts.

## RIGHT TO RENT

Landlords in England have a legal obligation to ensure that their tenant and any permitted occupants living at the property have the right to remain in the UK prior to the commencement of the Tenancy. Where a time limited right has been established then follow up checks are required.

It is unlawful discrimination to restrict a tenancy length or refuse to grant a tenancy based on the Right to Rent checks, except where some or all of the Tenants or Occupants have failed the checks. For more information visit. <https://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice>

## SELECTIVE LICENCE SCHEMES

The Landlord confirms that they are responsible for advising the agent if they wish for them to apply for their property license to the relevant council if applicable. The costs for providing this service are detailed in the Scale of Fees.

It is agreed that the Landlord shall ensure that the property has the relevant certificates and is in compliance with the terms of the license. The Landlord agrees to repay the Agent costs incurred for any reasonable expenses or penalties that may be suffered as a result of non-compliance with the relevant license scheme. The agent accepts no liability relating to any charges or costs for breach or administration of the license in any way.

## SERVICE CHARGES AND GROUND RENTS

The Agent can administer payment towards service charge and ground rent from client funds when instructed. There will be no liability on the agent for non-payment of service charge and ground rent along with any associated fees.

## SERVICES

The Agent will take meter readings wherever possible at each change of occupation of the property, only where the Landlord has specifically provided access to the electricity, gas and water meters. The Agent will inform the service companies of these readings and the change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service, and it is not possible for the Agent to do this on the Tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g. banks, clubs, societies etc.) of their new address; it is not always possible to rely on Tenants to forward mail.

## DISCLOSURE OF LANDLORD'S DETAILS TO OVO ENERGY

The Landlord hereby authorises the Letting Agent, as its agent, to appoint OVO Gas Ltd and OVO Electricity Ltd (together "OVO Energy") as the electricity and/or gas supplier for the property; however, this will not prevent the Landlord from changing to a different energy provider if desired. The

Landlord agrees that the Agent may pass the Landlord's name and contact details to OVO Energy for the purposes of:

- a. registering the gas and electricity meters at the property in the Landlord's name with OVO Energy, providing gas and electricity to the Landlord and administering the Landlord's account.;
- b. registering the Landlord with the relevant local authority for the payment of Council Tax; and
- c. registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord to provide further information about its services and products, and conclude an agreement with the Tenant for those services and products.

OVO Energy will use the Landlord's details only for the purposes set out above and not in any other way.

OVO Energy will comply with its obligations as a data controller in the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) and any other data protection legislation which is enacted in the UK and will handle Landlord's data in the manner set out in OVO Energy's standard terms and conditions and/or privacy notice. OVO Energy will not share the Landlord's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Landlord's details for the duration of any contract with OVO. From 25 May 2018, the Landlord is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Landlord is dissatisfied with the manner in which OVO Energy handles their details they may lodge a complaint with the Information Commissioner's Office. If the Landlord has any questions regarding details or use of the Landlord's data held by OVO Energy, the Landlord may contact OVO Energy at 1 Rivergate, Temple Quay, Bristol BS1 6ED or [hello@ovoenergy.com](mailto:hello@ovoenergy.com)

## INVENTORY

At the start of each new tenancy, except for renewal agreements, the Agent will prepare a photographic Inventory and Schedule of Condition for the property. The Landlord confirms that they have been made aware of the necessity and importance of preparing a full Inventory and Schedule of Condition.

## INSPECTIONS

Under the Standard Management Service, the Agent will normally carry out inspections on a regular basis. It is not the intention to check every item of the inventory at this stage; the inspection is concerned with verifying the good order of the tenancy (the general condition of the property). This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens.) Where these were felt to be unsatisfactory, a more detailed inspection would generally be made.

Following the departure of the Tenant, a final inspection of the property is carried out by the Agent. The testing of all electrical appliances as well as the heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be

required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord, together with any recommended deductions or replacement values.

## HOLDING FUNDS & DEPOSITS

The Agent will protect the tenancy deposit in a Deposit Protection Scheme which will either be TDS or DPS.

Full details of the TDS scheme - The Dispute Service Limited (trading as Tenancydepositscheme.com) - can be found at <https://www.tenancydepositscheme.com>

Full details of the DPS scheme – Deposit Protection Service – can be found at <https://www.depositprotection.com/>

Any interest earned on the Deposit will be retained by us. At the end of the Tenancy we will organise the release of the Deposit to the Tenant, once both you and the Tenant have agreed any deductions, or an appropriate third-party adjudicator or court has ruled how it should be allocated. If you have instructed us under our Full Managed Service, we will use reasonable endeavours to secure your consent and the consent of the Tenant for the allocation of the Deposit. If there is a dispute over the allocation of the Deposit, we will deal with adjudication in accordance with the procedure provided by the schemes.

We may reserve the right to decline any dispute being dealt with by adjudication where we feel there is no reasonable prospect of success.

## TERMINATION & COMPLAINTS

This agreement can not be terminated before the anniversary of the second full year.

The Landlord shall provide the Agent with any requirements for return and repossession of the property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the agreed period. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to Tenants under assured shorthold tenancies is generally two months (should the contract allow for early termination), and this needs to be given even in the case of a fixed term tenancy which is due to expire.

The Agent can terminate this contract with no notice on the grounds of any illegal or immoral activity.

We are members of The Property Ombudsman (TPO) Scheme and subscribe to the TPO Code of Practice for Letting Agents.

A copy of the company complaints procedure is available upon request.

## PRIVACY POLICY

Full details of how we process your information can be found on our privacy policy located here: <https://ascendproperties.com/privacy-policy>

## SAFETY REGULATIONS

PLEASE NOTE: You should read and understand these obligations before signing overleaf.

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of gas and electric appliances and

installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989, 1993 and 2010)
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets (Safety) Regulations 1994
- Legionella Risks
- Homes (Fitness for Human Habitation) Act 2018
- Energy Efficiency (Private Rent Property)(England and Wales) Regulations 2015

The Landlord confirms that they are aware of these obligations. It is agreed that the Landlord shall ensure that the property is made available for letting in a safe condition and in compliance with above regulations. The Landlord agrees to repay the Agent costs incurred for any reasonable expenses or penalties that may be suffered as a result of non-compliance of the property to safety standards.

#### GAS SAFETY

There are gas appliance regulations because of the large number of cases of carbon monoxide poisoning, which occur every year. The poisoning is caused by faulty gas appliances or flues, which are not installed correctly. The regulations have been introduced to improve the design of gas appliances and to make sure that flue gases are removed from the property in a safe way. Landlords and letting agents must make sure that all gas appliances in a rented property are checked for safety at least once a year, and they must keep a record of the checks, dates of inspection and any problems found. A copy of the safety certificate must be given to the Tenant. The Landlord understands that this is a legal requirement and the Agent has the authority to instruct and charge for these, where required.

#### INSURANCE

The Landlord confirms that they are responsible for each instructed property being adequately insured for the building(s) and contents (where applicable) and that the insurance policy provides cover when each instructed property is let. The Agent would normally be responsible for the administration of any claims arising during the period of management where the property in question is being managed (i.e. this only applies to properties under the full "Standard Management Service") Additional fees may apply for handling claims as detailed in the Scale of Fees.

#### HOUSING BENEFIT

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefits, or other benefit schemes, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to, let, or manage the property under this agreement.

## LEGAL PROCEEDINGS

Any delay of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or where there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In that event, the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs.

## TENANCY RENEWALS

Where possible (unless the Landlord has previously notified the Agent in writing that they do not wish to renew), the tenancy will be renewed or extended to the same Tenant introduced by the Agent. The Agent shall prepare the tenancy agreement, if required, for the new or extended tenancy and the terms of this agreement shall continue until the Tenant leaves, or this agreement is terminated. A tenancy renewal fee shall be payable for this service, as detailed in Scale of Fees.

## COMMISSION

We may instruct our preferred contractors to perform various services at the Property, such as repair and maintenance services. In consideration of the work we introduce, we may receive and retain a commission fee for services provided to you (or to us) by that contractor or third party. This fee is paid to us and not to you. We will inform you of the sum we are paid by any particular contractor or third party on receiving a written request from you.

## LEGAL EXPENSES AND RENT GUARANTEE COVER (Optional, as per Scale of Fees)

Landlords can purchase a legal expenses and rent guarantee policy through Ascend if they so wish. For further information please contact your Portfolio Manager. The cost of which is detailed in the Scale of Fees.

If the Landlord has arranged their own alternative policy, it is their responsibility to notify and administer any claims to their insurers.

## NOTICE OF CANCELLATION RIGHTS (if applicable)

If the Managed Service Agreement is completed in your home under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel the Managed Service Agreement if you wish. This right can be exercised by send a written 'Cancellation Notice' at any time within 14 days of receiving our Managed Service Agreement. Your cancellation will be effective from the time your 'Cancellation Notice' is posted to Ascend Estates, Stafford Court, 145 Washway Road, Manchester M33 7PE or, in the case of email on the day it is sent to [contactus@ascendproperties.com](mailto:contactus@ascendproperties.com). A 'Cancellation Notice' may be in any form provided it is in writing.

## Performance of The Contract Prior to the Expiry of The Cancellation Period

The Services set out in the Managed Service Agreement will not commence until the day following the last day of the cancellation period. You may instruct us to commence the provision of services during the 14 day cancellation period. If, as per your instructions, a tenant is introduced by us during the cancellation period, you will not be able to cancel any lettings or any tenancy agreement which we have entered into on your behalf. Where we have started performing work for you during the cancellation period, we may charge you a Letting fee. If you wish the services to begin prior to the expiry of the cancellation period, you should sign the confirmation below.

## COMMENCEMENT OF SERVICE

I/We confirm that we wish the provision of the services under the Managed Service Agreement to commence immediately.

I/We understand that if we subsequently exercise our right to terminate the Managed Service Agreement within the cancellation period we will be required to pay for a Letting service fee supplied prior to cancellation.

## UPDATES TO THE MANAGED SERVICE AGREEMENT

From time to time we may update the Managed Service Agreement, including Fees, and we will do so by advising you in writing of such updates. The Managed Service Agreement and its Terms, including any amendments or updates to them, shall apply to any Tenancy agreed in relation to the Property.



## THE PROPERTY OMBUDSMAN

Ascend Estates Ltd registered address for the property ombudsman is Stafford Court, 145 Washway Road, Sale, M33 7PE TPO Address- Milford House, 43 - 55 Milford Street, Salisbury, Wiltshire, SP1 2BP <https://www.tpos.co.uk/>

## SCALE OF FEES

DISCOUNTED MANAGEMENT FEE:		12% (excl VAT) 14.4% (including VAT) OF COLLECTED RENT
Letting Fee (Including Marketing, Advertising, New Tenant Documentation & Inventory):		£540.00 including VAT
Tenant Referencing & Legal Paperwork		£120.00 including VAT
Tenancy Renewal:		£150.00 including VAT

OPTIONAL ADDITIONAL SERVICES:	
Legal Expenses and Rent Guarantee:	£240.00 per tenancy including VAT 12 months
24-Hour Emergency Maintenance Contract:	£114.00 pa including VAT
Registration of Deposits with Government Scheme	£30.00 per tenancy including VAT
Key & Fob Cutting	£18.00 + cost of keys including VAT
Gas Safety Certificate	£102.00 including VAT
Electrical Safety Certificate	£114.00 including VAT
EPC Charge	£102.00 including VAT
Electrical Safety Test/PAT	£102.00 including VAT
Electrical Installation Condition Report (EICR)	£180.00 including VAT
Legionella Risk Assessment	£78.00 including VAT
Income/Expenditure Report	One supplied annually free of charge then £90 including VAT thereafter
Non-Resident Landlord Fee	£180.00 including VAT per quarter
Service of notices (Section 8, 13 and 21)	£30.00 including VAT
Possession Application Through the Courts	£180.00 including VAT plus Court & Solicitor Fee

# Ascend

Built on higher standards

Handling insurance claims	£180 including VAT, per claim
Completing Land Registry Check to prove ownership	£30 including VAT
Administration of Major Works or Refurbishment	Cost available on request
Court Representation	Cost available on request

Clients should carefully read and understand the above terms of business before signing.

Signed on behalf of Ascend Estates Ltd c/o Ascend, Stafford

Court, 145 Washway Road, Sale, M33 7PE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

Signed by the Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

## PROPERTY INFORMATION FORM

Landlord's Full Name (For Tenancy Agreement)	
Landlord's Full Address	
Bank Name	
Sort Code	
Bank Account Number	
Alternative Email Address	
Telephone Contact Numbers	
Are you a UK resident? If not, please include your Non-resident Landlord No.	