

Terms Of Business



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& LINES
James

Thank you very much for your enquiry.

As an enthusiastic family run business that is passionate about property, we constantly keep in mind how hard it is for some people to rent their family home or for landlords to find a truly successful agency. Lines & James has an excellent, commercially aware track record of correctly administered tenancies and offers service with integrity. All this demands constant professional effort on our part especially managing the endless upkeep and maintenance of professional service providers that in turn translates into excellent cost saving services for you.

Keeping our professional accreditations in mind, we are active members of the following stringent organisation, and all our staff receive regular internal and external training so that we can remain fully conversant with new legislation and impose the highest possible standards:

- The Professional Body for the property sector - Propertymark (Previously ARLA & NAEA)
- The National Approved Letting Scheme - NALS
- The Tenants Deposit Scheme (TDS)
- The Property Ombudsman (TPO) www.tpos.co.uk
- Propertymark Client Money protection scheme
- Safe agent

All the above accreditations ensure that we conduct our business in accordance within extremely demanding guidelines so that as far as is possible within the law, you and your property are protected. For example, we are not only effective members of Propertymark but have agreed to be 'fully bonded' which means that we comprehensively protect client's money at all times.

Visit us and you will see that we are a close-knit, family-run organisation, headed by Patricia (Pat) James MNAEA, who personally has over 20 years' experience in Horsham and is also extremely active in the local community with her terrific charity and environmental work.

During our time here we have seen and been pro-actively involved with huge changes to the letting market and have also invested heavily into the latest technologies so as to provide our clients with an extremely user-friendly and current website at www.linesandjames.com, hosting up-to-date and active property links to top property sites such as rightmove.com and onthemarket.com - all of which require a detailed and dedicated understanding in order to serve you better.

All in all, we are a dedicated Residential Letting and Management company that specifically focuses on Horsham and the surrounding villages whose aim is to find the best tenants in the area, place them in the most suitable properties and provide the highest level of care and management to maintain our reputation – which is already second to none.

We very much hope you will extend to us the opportunity of acting on your behalf. You will see that you don't have to spend a fortune on getting it right.

Please take the opportunity to read through these notes carefully and feel free to ask questions on any subject or detail as required



Agents Responsibilities

BEFORE A TENANCY IS AGREED

1 Appraisal

We will visit the property to advise you on the probable rental figure we should be able to realise and answer any lettings questions you may have in general or specifically regarding your property. We will also discuss with you the advantages and disadvantages of renting your property furnished or unfurnished. We would recommend, if you decide to rent your property furnished, that all electrical, personal, sentimental or valuable items are removed. We will be happy to discuss this in more detail.

2 Landlords Acceptance & Right to Cancel

Once you have decided that you wish to instruct our services, please find our Management Acceptance Form for your completion. In accordance with The Consumer Contracts (information, Cancellation and Additional Charges) Regs 2013, there is a 14 day cooling off period in which you have the right to cancel using the form provided at the end of the Management Acceptance form.

3 Marketing

Details of your property will immediately be distributed to our registered applicants and to the various relocation Companies with instructions from corporate clients. In addition we will advertise your property through the various media at our disposal which are as follows: Our own comprehensive website - www.linesandjames.com which include floorplans, we also subscribe to Rightmove - www.rightmove.co.uk and On The Market – www.onthemarket.com.

4 Viewings

We will accompany each potential Tenant viewing your property with a view to renting, whether or not you are present. This is done to safeguard you and to ensure the potential Tenant is supervised at all times.

5 References

When a potential Tenant has applied to rent your property, we will contact you with the details in order to take account of your opinion. We take up references using a professional, independent Referencing Agency who will carry out a full credit profile, including Employers, Previous Landlord/Managing agents, Credit Score etc. Should you require any additional information we will be happy to discuss this with you.

6 Holding Fee

Lines & James are able to take a Holding Deposit of one week's rent from a Tenant to reserve a property whilst reference checks and the preparation for a tenancy agreement are undertaken. A Holding Deposit can be held for up to 15 calendar days; what is known as the Deadline for Agreement. From taking the Holding Deposit, the tenancy agreement must be entered into (signed by both parties and dated) before the Deadline for Agreement. Lines & James will retain the prospective tenants Holding Deposit in the event that it is withheld for a legally permissible reason.

BEFORE A TENANT MOVES IN

1 Tenancy Agreement

We will prepare a comprehensive Tenancy Agreement to include current legislation. Government Stamp Duty is payable by you at the prevailing rate if deemed necessary.

2 Security Deposit

We will ensure that the prospective Tenants pay the equivalent of five weeks rent as a deposit. The deposit will be held against dilapidations if found at the end of the tenancy. It will be held in a separate "Clients Deposit Account" in accordance with the requirements of the Agreement. No interest on the deposit will be paid to either party. As a regulated and bonded Agent, we endeavour to provide a fair and equitable tenancy agreement and service to both our Landlords and Tenants.

The tenancy deposit

Lines & James is a member of the Tenancy Deposit Scheme, which is administered by:

Tenancy Deposit Scheme
1 The Progression Centre
42 Mark Road
deposits@tenancydepositscheme.com
Hemel Hempstead HP2 7DW

PHONE: 0300 037 1000
WEB: www.tenancydepositscheme.com
EMAIL:

If we are instructed by you to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

Lines & James holds tenancy deposits as stakeholder (if not already specified with the Tenancy Agreement). Lines & James shall be entitled to deduct from any deposit that may be paid by a Tenant of the Landlord's Property any fees or other monies properly due and payable by the said Tenant to Lines & James.

If the Landlord decides to hold the deposit yourself in relation to an assured shorthold tenancy, we will transfer it to you within 5 days of receiving it. The Landlord must then register it with another tenancy deposit protection scheme within a further 25 days if the tenancy is an assured shorthold tenancy. If you fail to do so the Tenant can take legal action against the Landlord in the County Court. The Court can make an order stating that the Landlord must pay the deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Service. In addition, a further order will be made requiring the Landlord to pay compensation to the Tenant of between one and three times the amount of the deposit.

If a Landlord fails to meet the initial requirement to protect the deposit, no Section 21 notice can be served until either the Landlord returns the deposit to the Tenant in full or with such deductions as the Tenant agrees; or if the Tenant has taken proceedings against the Landlord for non-protection and those proceedings have been concluded, withdrawn or settled (for example, by the court awarding damages being the return of the deposit or a fine not more than three times the value of the deposit).

If a landlord fails to serve Prescribed Information, (s)he cannot serve a Section 21 notice until the Prescribed Information has been served - but this can be more than 30 days after receiving the deposit. This will not prevent a tenant from issuing proceedings for late provision of the Prescribed Information and seeking a penalty award.

Tenants can make an application to a County Court for a penalty award even where the tenancy has ended and can do so for up to six years.
We have no liability for any loss suffered if the landlord fails to comply.

3 Inventory

An Inventory is an essential document that provides a written record that details the fixtures and fittings of a property and their condition as well as the condition of the property itself. Since the introduction of the Tenancy Deposit Scheme, it has never been more important to have an accurate Inventory. Lines & James will employ an independent Inventory Company to create an Inventory. This document will then be amended and updated before the beginning of each new tenancy.

DURING THE TENANCY

1 Demand and Transfer of Rents

The rental details are set out in the "Rental Agreement", this will determine when and how much the Tenant should pay. Terms are monthly in advance, by bank transfer directly into our "Clients Account". We will then transfer the rent to you directly into your account by electronic transfer, within 5-7 days of receipt from the tenant. The rent transferred to you will be nett of overseas landlord's income tax, if applicable, property related bills and our fees. Each month a rental statement, which identifies these bills and fees will be prepared and sent by email or to your home address.

2 Expediting Late Rents

Should a Tenant be late in paying rent by more than 4 days, we will take immediate action to make contact either by phone, visit or letter to establish the reason and expedite payment. This is usually sufficient to prevent an escalation of a problem. We will contact you immediately should we become aware of a potential problem.

3 Visits

We will carry out an initial inspection visit to the property after three months and thereafter six monthly. These inspections are to check on any possible maintenance issues and to ensure satisfactory compliance by the tenant of their obligations but this is not a full inventory check.

4 Repairs

Where the Tenant reports a fault, we will investigate and determine the most appropriate response, both in the short and long term. If the required action is to effect repairs, we will do so immediately provided the estimated cost is less than £200 or in the case of an emergency, if the cost is in excess of this figure, if possible, we will refer to you for approval before proceeding further. We will endeavour to keep you informed of any repair work as soon, as is practicable. The cost of these repairs will be deducted from your monthly rent with the appropriate invoice attached to your statement of account.

5 Refurbishment /Major Repair

Should your property require major repairs/refurbishment and you wish Lines and James to oversee and assist with the works involved. Please see Miscellaneous Fees which we would be happy to discuss with you.

6 Tax on Rental Income/Overseas Landlords

If you have rental property in the UK but your usual home is outside the UK, we are required to operate the Non-Resident Landlord (NRL) Scheme which is a scheme for taxing the UK rental income of non-resident landlords. The scheme requires UK letting agents to deduct basic rate tax from any rent collected for non-resident landlords. To enable us to pay your rent without tax being deducted you can apply for HMRC to send us an approval number, applications may only be completed on line by the Landlord. Further information and the application forms may be obtained from their web site at <http://www.hmrc.gov.uk/international/nr-landlords.htm>

When completing your NRL application form please quote our reference number of 922/na026459.

7 Tenant's Breaches of Agreement

Should the Tenant fall behind in rental payment or become in breach of the "Tenancy Agreement" in any other way which necessitates legal action, we will inform you immediately. We will then support you with all the necessary information, including Court attendance, if necessary. It is to be stressed however that the legal action can only be undertaken by you and that all legal costs are for your account. The costs of these legal services may be insured against, and we will be happy to discuss the options available.

AT THE END OF TENANCY

1. The end of Tenancy covered by the Tenancy Deposit Scheme

1. If there is no dispute the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

2. If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

3. The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

4. It is not compulsory for the parties to refer the dispute to The Independent Case Examiner (ICE) for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

5. If there is a dispute, we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure

to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

** These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.*

6. We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

7. Dealing with disputes from non-ASTs : The Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does:

- The ICE will propose what he considers the most effective method of resolving the dispute.
- Landlord, tenant and agent must consent in writing to his proposal.
- Disputes will be subject to a fee of £600 including vat, or 10% of the deposit + VAT, whichever is the greater.
- The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

2 Utilities

At the end of the tenancy, we will arrange the transfer of all utilities and council services into the appropriate name. It is the Tenant's responsibility to pay the Council Tax and Water Rates applicable for the duration of the tenancy, for the Television Licence and for the standing charges and usage of gas, electricity and telephone during the tenancy.

Exceptionally, if there is no telephone line physically installed in the property, the cost of doing so would be for the Landlord to pay, unless agreed otherwise in advance with the Tenant.

If you require the telephone to be transferred or disconnected please contact BT by dialling 150 as BT do not take instructions from a third party.

3 House Sale

In the event of a party introduced by the Agent (or any person or body corporate associate with that party) subsequently purchases the property, whether before or after entry into a Tenancy Agreement, commission shall be payable by the Landlord to the Agent on completion of the sale at the rate of 0.75% of the purchase price.

4 Notice to Terminate Management

Three months notice in writing is required to terminate Management Service and should a tenant introduced by ourselves remain in residence at the date of termination, a severance payment of £480 including VAT will be payable.

Landlords Responsibilities

1 Consent Requirements

If your property is mortgaged, you will need the consent of your mortgage lender; if your property is leasehold you will also need the consent of your head landlord. We can provide a sample "Tenancy Agreement" if required.

2 Building and Contents Insurance

It is your responsibility to insure your property both for buildings and your contents. You must inform your insurance company of your intention to let, as not to do so may invalidate your insurance. You should note that the insurance company might require an additional premium. We have access to comprehensive dedicated Landlords Insurance and information on this can be obtained on request.

3 Rent & Legal Protection

On receipt of acceptable references Lines and James can offer an interest on our Rent Recovery Policy through the referencing company. We will be happy to provide further information upon request.

4 Services

On vacating your property, you should ensure that you obtain closing accounts for all telephone, gas, electricity and water utilities. It is important that these utilities are not cut off as their reinstatement will only cause extra cost to you and inconvenience to the Tenant. During winter it is advisable to leave some form of safe heating in the property, to reduce the risk of frozen water pipes; we will therefore ask the Tenant to do the same if vacating the property during winter. We will ensure the utilities are transferred into the Tenants name and that meter readings are taken at hand-over.

5 Post

Whilst we will forward mail on to you that we receive from the Tenants during the first few weeks, this is not a satisfactory solution and we cannot be held responsible for any mail that may go astray. The most reliable method is to arrange a redirection service through the Post Office. for further information please visit <https://www.postoffice.co.uk/mail/redirection>

6 Council Tax

Whilst your property is empty you are responsible for council tax, the tenant takes over responsibility on commencement of their tenancy. We will ensure the Tenant has made the local council aware of their occupancy.

7 Fire and Safety Regulations

With effect from 1st January 1997 all furniture must comply with the "Furniture and Furnishings (Fire) (Safety) Regulations 1988". This relatively new legislation has set much stricter standards in the fire resistance of furnishings. We require that you fully satisfy yourself and report to us that your furniture and furnishings comply with the regulations in their entirety. We

will, if required, supply further information on the regulations and give guidance on their main aspects.

8 Gas Safety Regulations

All rental properties must conform to the “Gas Safety (Installation and Use) Regulations 1994”. This legislation requires that you are responsible for having all gas appliances checked each year by a member of the Gas Safe Register which is owned by the Health & Safety Executive (HSE). Further information may be obtained from www.GasSafeRegister.co.uk. A gas safety certificate must be issued, keeping records of services, defects and work carried out. A certificate must be supplied to the tenants prior to their occupation of the property and following the annual inspection. Thereafter we will administer its continuation, providing we receive authorisation from you.

9 Electrical Regulations

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 state all Landlords must ensure every electrical installation in their property is inspected and tested every 5 years by a qualified and competent person. An Electrical Installation Condition Report (EICR) covers this requirement and will now be required for all new tenancies from 1st July 2020 and existing tenancies from 1st April 2021. The report must be supplied to all tenants within 28 days of the test inspection. In the event of an unsatisfactory report any urgent remedial works requiring further investigation must be completed within 28 days.

General Safety – all electrical equipment supplied must be safe. This will require that the electrical appliances, including their leads, are checked by a competent and suitably qualified engineer. We can arrange to carry out a Portable Appliance Test if required. Unsafe items should be removed.

Labelling – all electrical equipment that is manufactured after the 1st January 1997 must be marked with the appropriate CE symbol.

Instructions – it is recommended that the manufacturer’s instructions be provided wherever possible for each appliance that is supplied. This will help to ensure that the tenant uses the equipment safely.

10 EPC – Energy Performance Certificate

Before a property can be marketed for rent an EPC is required for all properties apart from listed buildings. The EPC must achieve a minimum energy performance rating of E. The EPC must be displayed on all marketing material and provided to tenants prior to a tenancy commencing. It will be unlawful to rent a property which breaches the requirement for a minimum E Rating, unless there is an applicable exemption. We can arrange an EPC with our contractor, the charge for an EPC is currently £102.00 (inc. VAT).

Further information may be obtained www.gov.uk/government/publications/the-private-rented

11 Carbon Monoxide & Smoke Detectors

From the 1st October 2015 it became a legal requirement for all solid fuel fires to be fitted with a carbon monoxide alarm. However, we recommend all rented properties that have gas appliances or an open fire are fitted with an appropriate, battery operated carbon monoxide alarm. We can arrange for these to be installed. It is also now a legal requirement for all properties to have a smoke detector fitted on each floor.

12 Legionella

Landlords must assess and control the risk of exposure of tenants to legionella to ensure the safety of their tenants. Control measures can include:

- flushing out the water system before letting out the property
- ensure cold water tanks have a tight lid to stop debris getting into the system
- setting control parameters to ensure water is stored at the correct temperature
- remove any unused pipework

Under current government legislation we will require a copy of a Risk Assessment. Our understanding is that you can assess the risk and carry out these checks yourself. For further information please refer to hse.gov.uk/legionnaires. We can arrange a Risk Assessment at a cost of £90 (inc VAT) or if you wish to discuss this further please let us know.

13 Empty Property

We cannot accept responsibility for the management of empty properties. Whilst we will do as much as we can, you remain responsible for your property before a Tenant moves in and after they vacate. In the case of your property being empty for a considerable length of time, you should also check with your insurers as you may invalidate your insurance. If you require us to visit your property and report to you the cost will be £30.00 (inc. VAT) per visit.

14 Keys

It is essential that we keep one complete set of keys for your property to facilitate management and for use in the event of an emergency. In addition, the tenant is entitled to two sets. Please therefore ensure that you supply us with sufficient sets of keys, including window keys for each window in the property or at the very minimum one window key for each room.

15 Power of Attorney

If you are moving overseas, particularly to an area which has unreliable communications, we request that you leave someone locally with Power of Attorney to act on your behalf, particularly regarding the ability to sign "Tenancy Agreements". We will require a certified copy of the document for our files.

16 Information Pack

Landlords must provide an information pack for Tenants in the form of a folder that should be left in the property. The pack should contain instruction manuals for the use of ALL appliances including Central Heating. If such instructions are not supplied (Hand written instructions clearly written are acceptable) and a call-out charge by a contractor is incurred, this will be levied to the Landlord. Information relating to the location of stop-cocks, fuse boxes and meter cupboards should also be supplied. Any lost instructions can be downloaded via the web. Please note if a Tenant causes damage to an appliance through wrong use when instructions are not replied they cannot be held responsible.

17 Aerials

It is the Landlords responsibility to supply and maintain an aerial suitable to operate the standard four channels without the use of a satellite dish. If you have any additional equipment this should be noted on the Inventory.

18 Stamp Duty on Tenancy Agreements

As from 1st December 2003 the Act has changed to the benefit of Landlords insofar as any Stamp Duty Land Tax (SDLT) payable, is incumbent solely upon the tenant but in any event, will only have an affect on a very small percentage of Assured Shorthold Tenancies.

19 Leasehold Property

If your property is Leasehold, you must supply to us a copy of the lease to be held in our file, in order that a copy can be provided to the tenants so they can comply with any issues affecting them. Some estate or block management companies also have separate rules of the block, which should also be supplied to the tenant. Your lease may also provide that you make a payment for the formal authorisation of the sub-tenancy and the appropriate forms necessary for this also need to be supplied to us.

20 Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

KEEPING RECORDS AND DATA PROTECTION

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. Where the Landlord processes and stores any personal details of the Tenant (for example, where the agent is instructed on a let only basis and the landlord is managing the property) the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.

Definitions

- Landlord:** legal owner(s) of the property to be rented. Further defined in Housing Act 1988, Housing Act 1996, Landlord and Tenant act 1985 and Law of Property Act 1925. The Landlord is named in the tenancy agreement.
- Tenant:** person(s) resident in the rented property further defined in Housing Act 1988, Housing Act 1996, Landlord and Tenant act 1985 and Law of Property Act 1925. the Tenant is named in the tenancy Agreement.
- Agent:** Lines and James Ltd, 24 Worthing Road, Horsham, West Sussex, RH12 1SL. Telephone 01403 210088. E-mail Lettings@Linesandjames.com
- Deposit** The sum of money paid by the Tenant before the commencement of the tenancy as warranty against damage to the property or other loss to the Landlord in connection with the tenancy.
- Stakeholder:** Body who will hold the Deposit for the duration of the tenancy in accordance with the rules of the Tenancy Deposit Scheme. In this case the Stakeholder will be the Agent as defined above.
- ICE:** Independent Case Examiner of The Dispute Service

