



TERMS OF BUSINESS

These Terms of Business, define a service agreement, entered into between Blue Bubble Lettings Limited of Enterprise House, Ocean Village, Southampton, SO14 3XB (Company No. 7602479) acting as “the Agent / we / us” and “the Landlord(s)”, whose details are as specified in the attached Property Information Form.

Fees

We offer two levels of service, either a Tenant Find or Fully Managed Service.

Our services are offered subject to our Price List as published on our website at www.bluebubble-lettings.co.uk under “Helpful Information” and which is subject to review and change from time to time. A version, current at the time of issuing this agreement, can also be found below.

We will notify the Landlord(s) of any change in pricing providing at least 30 days written notice.

Tenant Find Service

The Agent will carry out and / or organise the following services:

- Visit the Property to assess the letting potential, give appropriate advice and recommendations to the Landlord(s)
- Market the Property as appropriate
- Arrange appointments for, and introduce prospective Tenants to, the Property and undertake all negotiations
- Reference, as required, all potential Tenants and guarantors through a third party referencing company
- Conduct the initial Right to Rent Check on all prospective Tenants
- Provide copies of the referencing reports to the Landlord(s)
- Prepare and execute the Tenancy Agreement
- Prepare an Inventory and Schedule of Condition if requested by the Landlord(s)
- Receive the initial Rent and Security Deposit Payment and prepare an Income Statement.

Fully Managed Service

In addition to the services set out in the Tenant Find Service detailed above, the Agent will carry out and / or organise the following services:

- Collect and process the rent owed by the Tenant according to the terms of their Rent schedule
- Chase any rent arrears by appropriate means
- Handle all maintenance issues reported by the Tenant by instructing a contractor with the appropriate qualifications to repair as appropriate. We will notify the Landlord(s) (save in emergencies) of these maintenance issues
- Regularly visit the Property to monitor the Tenant in respect of his contractual obligations and at each visit walk through the Property (lofts and cellars excluded) to ensure that there are no obvious defects or irregularities (structural defects excluded). Visits by the Agent do not constitute any form of structural survey
- Provide the Management Service during the term of the Tenancy excluding any void periods.

Renewal Service

Prior to the expiry of any fixed term tenancy the Agent will:

- Contact the Landlord(s) and Tenant(s) to negotiate;
 - A fixed term renewal or
 - Allow the Tenancy to become a Statutory Periodic or
 - To issue notice to the Tenants to quit or deliver up possession of the Property
- The Agent will negotiate, renew and execute the Tenancy Agreement as required.

General Clauses

The Landlord(s) agrees with the Agent as follows:

- That all furniture or furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (“Fire Regulations”) as amended. All non-compliant furniture and furnishings will be removed by the Landlord(s) from the Property prior to the commencement of any Tenancy. The Agent may store or dispose of, at the Landlord(s)’ expense, any non-compliant items of furniture and furnishings remaining in the Property
- That the Landlord(s) will comply with the terms of the Gas Safety (Installation and Use) Regulations 1998 and where there is a supply of gas to the Property then all pipe work and appliances are safe and have been subject to a gas safety by a Gas Safe registered engineer. The Landlord(s) to provide the Agent at least 5 working days prior to the commencement of the Tenancy or 5 working days prior to the expiry of the current record a copy of a current valid Gas Safety Record. The Landlord(s) further agrees that he will carry out all works required or recommended under the terms of the Record. If no Gas Safety Record is produced the Agent will arrange the Gas Safety Check at the Landlord(s)’ expense and will carry out all recommended works on his behalf. The Landlord(s) acknowledges that the Gas Safety Check must be undertaken annually
- That all electrical wiring in the Property and appliances to be included in the letting are safe and the Property complies with the terms of The Electrical Equipment (Safety) Regulations 1994, the Health and Safety at Work Act 1989, the Plugs and Sockets (Safety) Regulations 1994 and Part P, Part G and all other relevant sections of the Building Regulations
- That the Landlord(s) will comply with the requirements of the Housing Health and Safety Rating System and will promptly undertake all required remedial works and repairs to ensure compliance with all Category 1 and 2 Hazards noted under the HHSRS Regulations
- That the Landlord(s) will provide fully functioning and tested smoke alarms located on each floor of the Property and will comply with the requirement of the legislation relating to the management of Houses in Multiple Occupancy and with all relevant Building Regulations
- That the Landlord(s) will provide, where the Property has gas or solid fuel appliances or heating systems, fully functioning and tested carbon monoxide detectors
- That all equipment and items in the Property comply with the European Standards EN12150, EN14179 and EN14449 with respect to safety glazing and that all glazing fitted in critical locations in the Property is safe
- That the Landlord(s) will comply with any legislation that may be introduced at any time in the future relating to residential lettings
- That the Agent may take all necessary precautions to ensure the Landlord(s)’ compliance with all current and future statutory obligations and safety legislation and all costs incurred will be payable by the Landlord(s)
- That the Landlord(s) will ratify whatever the Agent shall do in the performance of their service and to indemnify them against all costs, claims, payments and expenses incurred by them on the Landlord(s)’ behalf

- That written consent of any Mortgagee, Superior Landlord(s) or Freeholder of the Property to the letting has been obtained and this consent will be produced to the Agent upon request
- That the accounts for the telephone, broadband and Council Tax, or any replacement thereof have been paid and all gas, electricity and water meters read and the accounts settled prior to the commencement of the Tenancy
- That the Agent will not pay any block management or maintenance fees on behalf of the Landlord(s) unless the Landlord(s) has agreed and arranged for the relevant demand to be received by the Agent and sufficient funds are held by them
- That the Agent will not be responsible for the contents of any room or storage area locked by the Landlord(s). No items of a combustible or inflammable nature or non-compliant items of furniture or furnishings can be stored in any locked area
- The water stopcock, gas shut off valve and electricity mains switch must be accessible at all times
- That the Landlord(s) will undertake the responsibility for the control of legionella bacteria in the hot and cold water systems in the Property
- That the Property is covered by buildings and contents insurance appropriate for a let Property
- That the Agent is not responsible for renewing either buildings or contents insurance on behalf of the Landlord(s)
- That these Terms of Business will apply to all subsequent Tenancies until superseded by any new Terms of Business introduced and notified by the Agent
- That should the Landlord(s) withdraw his agreement previously given to a proposed Tenancy introduced by the Agent, provided that the Tenant's references are acceptable, the Landlord(s) will pay to the Agent their reasonable expenses incurred as a result of work carried out in good faith and on the Landlord(s)' instructions
- That the Agent is not responsible for any deficiency, loss, damage or injury to the Property, its fixtures, fittings and contents caused by the Tenant or third party
- That the Agent is not responsible for the Property either before the commencement or after termination of a Tenancy, whether or not the Agent holds a key
- That the Agent is not responsible for the management of any areas which constitute common parts or ways
- That the Agent is not liable for any Rent or other liabilities payable by the Tenant
- That the Agent is not liable for any costs, outgoings or expenses properly incurred on behalf of the Landlord(s) whilst lawfully carrying out duties on the Landlord(s)' behalf in accordance with these Terms of Business and the Letting Authority
- That the Property complies with The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 and the Energy Act 2011 and indemnifies the Agent against all costs incurred by the Agent in the procurement of an Energy Performance Certificate
- To complete and return the Property Information Form prior to any letting period and that all the information the Landlord(s) has provided to the Agent is correct to the best of their knowledge and belief.
- That, should the provisions of the Immigration Act 2014 apply to any Tenancy, the Agent will obtain the necessary identification from the prospective Tenant to ensure they are a relevant national or have the right to rent the Property to ensure compliance with the legislation.

Agent's Authority

The Landlord(s) expressly authorises the Agent to act on the Landlord(s)' behalf (but at the sole discretion of the Agent) as follows:

- Demand and use all reasonable and legal endeavours to recover from the Tenant all Rents and monies payable. The Agent reserves the right to instruct a solicitor or other professional advisor on the Landlord(s)' behalf and at the Landlord(s)' cost
- Upon receipt of the Landlord(s)' written instructions and at the Landlord(s)' expense commence and defend any legal proceedings for any purpose necessary to recover arrears or preserve the Landlord(s)' rights and Property
- Upon receipt of the Landlord(s)' written instructions give notice to Tenants either to quit, deliver up possession, or terminate rights of occupation or to remedy any breach of the Tenancy Agreement and also to accept surrenders of lease or Tenancy
- Warn off, prohibit and if necessary, upon receipt of the Landlord(s)' written instructions and at the Landlord(s)' cost, take court proceedings against all trespassers at the Property
- (GDPR) General Data Protection Regulations:
 - Information supplied by you will be held in accordance with the General Data Protection Regulation (EU 2016/679) (GDPR) and any UK national implementing laws and / or any UK legislation, secondary legislation, or regulations as may be implemented, amended or updated from time to time (“Data Protection Laws”)
 - This information may be used or shared with utility providers, utility notifiers, local authorities, legal advisers, contractors, any other interested third party with a legitimate interest, HMRC or any person investigating a crime
 - The Landlord(s)' Agent may record Special Categories of data, as defined in the GDPR. Any party is entitled to ask for a copy of any information held. Information may be amended, upon request, if it is found to be incorrect
 - Should the Landlord(s) retain / store any personal information / data on the Tenant then this must be held securely in line with GDPR and may require the Landlord(s) to register with the ICO (Information Commissioner's Office). Please contact the ICO directly to clarify.
- Proceeds of Crime Act 2002 and Money Laundering Regulations 2007:
 - The Landlord(s) is required, in accordance with the Money Laundering Regulations 2007, to provide two original forms of identification for each owner. One document should contain photographic identification being either a UK / EC passport or UK / EC driving licence and one document should provide proof of the Landlord(s)' current address within the last three months such as a copy of a utility bill (not a mobile telephone statement) or bank account. Certified copies of these documents will be held by the Agent
 - In accordance with the Proceeds of Crime Act 2002, the Agent will report to the National Crime Agency any occasion when the Agent suspects, or has reasonable grounds to suspect, that the Landlord(s) or any person acting on behalf of the Landlord(s) has benefited, either directly or indirectly, from any proceeds of crime or has engaged in or been associated with money laundering as defined in the Money Laundering Regulations 2007 or any replacement thereof.

Preparation for Letting

The Landlord(s) agrees that the Property, garden and garage (if any) will be handed over to the Agent for letting in a safe condition, with all personal items removed. The Property will be cleaned to a professional standard and the garden in a neat and tidy condition.

Keys

The Landlord(s) agrees that the Agent will arrange for copies of keys at the Landlord(s)' expense to provide a completed set for each Tenant and the Agent.

Termination

Both parties may terminate this agreement by notifying the other party in writing giving at least 3 months' notice to expire no earlier than the end of the fixed term of any Tenancy.

Either party may terminate this agreement by notifying the other party in writing giving 1 weeks' notice if either party are in material breach of any of the terms contained in this agreement or if they do or do not do something which makes it impossible, impracticable or illegal for the other party to continue to perform its obligations under this agreement or if either party carries out or suggests that the other should carry out any form of unlawful discrimination.

Client Money Handling Policy

Client money is defined as money that the Agent holds or receives for or from a Landlord(s) or Tenant and can be of any currency. This could be in the form of cash, draft, cheque or electronic transfer and includes money held by the Agent as a stakeholder, and which is not immediately due or payable on demand to the Agent for its own account.

The following policy is strictly operated by the Agent in the handling of client money.

- We maintain separate client bank account solely for the use of all client money
- We will only hold client monies in UK banking institutions authorised by the Financial Conduct Authority and that are covered by the Financial Services Compensation Scheme and ensure that funds are available within a maximum of 31 days. Currently all client money is held by Barclays Bank PLC
- The title of our client money bank account is easily distinguishable from our other accounts and clearly states it as the 'Client Reserve Account'
- We have and can provide on request written confirmation from our bank that all client money is held by us as an agent and that the bank is not entitled to combine the client money account with any other account or to exercise any right of set-off or counterclaim against money in that account in respect of any sum owed to it on any other account by us
- We maintain relevant systems and controls which enable us to monitor and manage client money transactions and any credit risk arising, including but not limited to regular internal account audits
- All our accounting systems and client data are securely controlled and protected
- We will obtain clients' written approval to make payments from a client account on their behalf
- We will pay any client monies received by cheque or cash or draft into our designated client money bank account within three (3) business days of the money being received by us
- Only nominated and authorised Directors handle client money.
- We will ensure our records show all dealings with client money
- We will ensure that all procedures for handling client money are complied with and clearly written down and provided free of charge to our clients on request or are freely available on our website
- We reconcile client accounts together with bank and cash balances at least once a week in order to demonstrate control over the accuracy and completeness of accounting records
- We will ensure there are always sufficient funds in the client account to pay amounts owing to clients as they fall due under the terms of business agreed and signed with the client
- We will repay any client money, including where feasible any interest earned, without delay if there is no longer any requirement to retain that money or the client requests it.

Complaint Process

The Agent are members of The Property Redress Scheme and adhere to their Code of Practice, which is a Trading Standards Approved Code.

If, for whatever reason, you are unhappy with the service provided by The Agent or with any member of our team or any agent or contractor that the Agent have appointed or approved to work on our behalf, then in the first instances you should write to:

David Hughes, Blue Bubble Lettings Limited, Enterprise House, Ocean Village ,Southampton, SO14 3XB

Your complaint will be acknowledged within 3 working days and an investigation undertaken. A written outcome of the investigation will be returned to you within 15 working days.

If you are not satisfied with the outcome, we ask that you allow us one more opportunity to resolve your complaint by contacting us again using the above contact details.

Your complaint will be acknowledged within 3 working days and an investigation undertaken. A written outcome of the second investigation will be returned to you within 15 working days.

If the complaint cannot be resolved, it can be pursued via The Property Redress Scheme (PRS) using the following details:

The Property Redress Scheme
Premiere House
1st Floor
Elstree Way
Borehamwood, WD6 1JH

Telephone: 0333 321 9418
Email: info@theprs.co.uk
Website: www.theprs.co.uk

Signed by the Agent:



Signed by the Landlord(s):