

Terms of Instruction: Full Management

General Data Protection Regulations (GDPR):

Bush & Co Property Management Ltd (Bush & Co) takes your privacy seriously and we will only collect and retain the information we will need to provide our service to you. Bush & Co will be what is known as your Data Controller and, as we also process the information, we are your Data Processor. A copy of our Privacy Policy is included.

Anti Money Laundering Policy:

On 20 December 2019 the UK Government introduced the Fifth Money Laundering Directive into UK law. The law requires us to follow procedures to prevent criminals from being able to use our services to launder money or to finance terrorism. We therefore ask that you complete the attached Identity Verification Form and include copies of the requested ID and proof of current address.

Our fully managed service includes -

- 1) Marketing your property at our Mill Road office, on our company website and on Rightmove and Zoopla.
- 2) Arranging viewings and accompanying prospective tenants to your property.
- 3) Obtaining a professional reference check on all prospective tenants over the age of 18 through an independent specialist referencing company.
- 4) Preparing an Assured Shorthold Tenancy agreement and coordinating signing at the beginning of the tenancy and renewal of contracts.
- 5) Collecting and retaining a sum equivalent to five weeks rent as a dilapidation/security deposit against the tenancy. The deposit is held by us and registered with the Government approved Tenancy Deposit Scheme (TDS). There is an annual charge of £33.00 (inc VAT) per property for holding the deposit.
- 6) Arranging for an independent, specialist inventory clerk to formulate an inventory and schedule of condition at the beginning of a tenancy and conduct the check out inspection upon termination. (The separate charges for this will be determined by the size and content of the property as shown on page 3)
- 7) Forwarding of rent when received from the tenants, minus the agreed fees and any agreed maintenance costs, to a UK bank account specified by the landlord and providing a statement detailing the payment.
- 8) Reviewing the rent on an annual basis in discussion with the landlord.
- 9) Undertaking 6-monthly property inspections and providing accompanying reports as necessary. Please note the managing agent cannot be held responsible for accessing or checking loft space.
- 10) Arranging for maintenance and repairs identified on inspection or reported by tenants, with permission from the landlord where practically possible. Emergency repairs may need to be acted on at our discretion to avoid further damage/cost to the property.

Landlord's Responsibilities:

- 1) To confirm that they are the actual owner of the property or authorised to act on behalf of the owner (Power of Attorney should be shown where applicable) and that there is no reason (e.g. planning consent) why they cannot let the property.
- 2) If the property is subject to a mortgage, to confirm that consent to let has been

- received from the lender.
- 3) To accurately inform Bush & Co of their tax status, whether UK based or overseas, and to ensure that HM Revenue & Customs (HMRC) have received the correct information to allow for the full balance of rent to be paid. Landlords deemed as overseas resident without the relevant permission from HMRC will be charged tax at source in accordance with the rate set by the tax office and the laws enforced by them.
 - 4) To ensure suitable buildings insurance is provided for the property at all times. Minimum contents insurance is strongly advised, even for unfurnished lets. Bush & Co can provide details of a local broker who specialise in insurance for let properties.
 - 5) To ensure the property complies with:
 - The Gas Safety (Installation & Use) Regulations 1988 (as amended 1989 and 1993)
 - The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
 - The Furniture & Furnishings (Fire) (Safety) Regulations 1988 (as amended 1989 and 1993)
 - The requirement for rental properties to have a valid Energy Performance Certificate (minimum rating E)
 - 6) To allow Bush & Co to arrange all relevant safety checks i.e. gas, electrical, soft furnishings/fire safety, EPC and any other precautions that are or maybe required by law, unless certified documented proof of safety can be provided by the landlord prior to the inception of a tenancy. A tenancy cannot be created without the relevant documents.
 - 7) To carry out a legionella risk assessment every two years.
 - 8) To keep the property in good decorative order and good state of repair and to pay for the repair to the structure and fabric of the building, fixed installations and any items or appliances supplied by the landlord.
 - 9) To inform the agent if the landlord is aware of any future development, construction work or alterations to the property, or neighbouring properties, or any other matters that could interfere with a tenant's quiet enjoyment of the property.
 - 10) To provide Bush & Co with adequate sets of keys for each contracted tenant and an office copy or allow suitable sets to be cut at the landlords' expense.
 - 11) To ensure the property is left in good, clean order with windows cleaned and carpets professionally steam cleaned.
 - 12) To ensure that there is a working smoke alarm on each floor of the property and a carbon monoxide detector in any room with a boiler or solid fuel appliance.

Fees:

Management Fee: 10% + VAT of the monthly rent.

I understand the following requirements will be charged extra if I am unable to provide them myself (the following fees and charges include VAT):

Gas Safety Certificate:

A valid Gas Safety Certificate is required before a tenancy can commence. A Gas Safety Certificate is valid for one year. We can arrange the certificate if you do not already hold one and will arrange for this to be carried out annually whilst we are managing your property. You will remain responsible for ensuring a valid certificate is held at all times.

Approx. cost £82.00 – £150.00

Electrical Installation Condition Report (EICR):

A valid EICR is required before a tenancy can commence. The certificate is valid for five years. We can arrange the certificate if you do not already hold one and will arrange for this to be carried out close to the expiry date whilst we are managing your property. You will remain responsible for ensuring a valid certificate is held at all times.

Up to 3 bedrooms approx. cost £180.00

Energy Performance Certificate (EPC):

A valid EPC (minimum rating E) is required before a tenancy can commence. The certificate is valid for 10 years. We can arrange this on your behalf for the following cost –

Energy Performance Certificate (EPC):	£57.00
Floorplan:	£48.00
EPC & Floorplan:	£102.00

Legionella Risk Assessment: £75.00

Inventory Report:

A full and independent inventory will be required on the day the tenant(s) move in. We can arrange this for you using an independent inventory clerk. The charges vary depending on the size of the property.

Unfurnished:	Furnished:
1 bedroom: £84.00	1 bedroom: £96.00
2 bedrooms: £96.00	2 bedrooms: £108.00
3 bedrooms: £108.00	3 bedrooms: £132.00
4 bedrooms: £132.00	4 bedrooms: £156.00
5 bedrooms: £156.00	5 bedrooms: £180.00

Check Out Report:

Unfurnished:	Furnished:
1 bedroom: £78.00	1 bedroom: £80.00
2 bedrooms: £85.00	2 bedrooms: £95.00
3 bedrooms: £90.00	3 bedrooms: £105.00
4 bedrooms: £100.00	4 bedrooms: £115.00
5 bedrooms: £115.00	5 bedrooms: £130.00

Letting/Re-letting Fee:

1 tenant	£180.00
2 tenants	£240.00
3 tenants	£300.00
4 tenants	£360.00
5 tenants	£420.00

Tenancy Deposit Scheme (TDS):

We are required by law to arrange for the tenant's deposit to be held in a government approved scheme. Bush & Co is a member of the Tenancy Deposit Scheme which is administered by: The

Dispute Service Ltd, West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG.

There is an annual charge of £33.00 (inc VAT) per property for holding the deposit.
If the landlord decides to hold the deposit and the tenancy is an Assured Shorthold Tenancy, the landlord must specify to the agent under which tenancy deposit protection scheme the deposit will be covered by and provide proof of registration. The deposit cannot be sent over to the landlord without Bush & Co receiving a copy of the registered deposit certificate.

Signed by owner: _____

Print name: _____

Date: _____

Signed by owner: _____

Print name: _____

Date: _____

Conditions of Instruction:

- 1) I/we agree to the management fee of 10% + VAT, of the monthly rental value of the property, to be deducted from rent received on a monthly basis. Letting fees are applicable at the start of any new tenancy and check out charges at the end of the tenancies. Future fees may have to be applicable subject to changes in Government legislation.
- 2) I/we agree that if instructions to manage given to Bush & Co are cancelled, for whatever reason, after the processing of a prospective tenant (s) application has been initiated, a fee of £200.00 + VAT is payable to Bush & Co.
- 3) I/we agree that whilst tenants introduced by Bush & Co are in tenancy this agency instruction can be cancelled by giving Bush & Co three months written notice but not until the end of an initial six-month term.
- 4) I/we agree that to repossess/re-occupy the property, written notice of our intention must be received by Bush & Co at least 10 weeks prior to the end of a tenancy, in order to allow suitable notices to be served to the tenants.
- 5) I/we agree that a Bush & Co member of staff can sign all relevant tenancy agreements as my/our representative.

I/we accept these terms of instruction for Bush & Co to provide a full management service for the following property:

Full property address:

Postcode: _____

Signed by owner: _____

Print name: _____

Date: _____

Signed by owner: _____

Print name: _____

Date: _____

Signed by agent: _____

For and on behalf of Bush & Co

Print name: _____

Date: _____

Notice of Right to Cancel:

You will only be prompted to sign the following sections where you sign this contract off-premises and we convey the contract to our offices. In all other circumstances the sections will not apply to this contract and can be ignored.

THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 only apply to these Terms and Conditions (contract) when signed off-premises (not in the business of the trader) by a Consumer in the presence of a Bush & Co Property Management Ltd (Bush & Co) employee. Where these regulations apply you have 14 days to cancel this contract. If you wish to cancel this contract you must do so in writing by delivering or sending to the Lettings Manager at the address above. If you send the cancellation notice by post then we recommend that you send it by recorded delivery.

Immediate commencement of services and marketing within 14 days cancellation period.

I/we agree that I/we wish to begin immediately receiving services and marketing without delay.

I/we agree that should I/we cancel within the 14 days that Bush & Co Property Management Ltd (Bush & Co) will charge an Administration Charge for work done by Bush & Co and third-party supplier costs incurred Bush & Co prior to cancellation.

This admin charge only applies should you cancel within the first 14 days and is not charged should you give notice in accordance with this contract after the 14 days has elapsed.

I/we agree that that if I/we decide to cancel this contract within 14 days, I will pay the full cost of the service, agency fee, commission and any other charges detailed in this contract, if it has been provided as per this contract prior to the date of cancellation or at any point thereafter with my/our agreement.

Signed by owner: _____

Print name: _____

Date: _____

Signed by owner: _____

Print name: _____

Date: _____

Privacy Policy

Bush & Co Property Management Ltd (Bush & Co) takes your privacy seriously and we only collect the information we will need to provide our service to you. Bush & Co will be what is known as your Data Controller and, as we also process the information, we are your Data Processor.

This Privacy Policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

We have tried to keep our Privacy Policy clear and understandable by everyone who reads it.

Our Contact Details:

Name: Bush & Co Property Management Ltd t/a Bush & Co.
Address: 8 The Broadway, Mill Road, Cambridge CB1 3AH
Phone Number: 01223 508085
E-mail: lettings@bushandco.co.uk
Website: www.bushandco.co.uk

This Privacy Policy was completed on 25/09/2023.

Type of Personal Information We Collect:

We currently collect and process the following personal information:

- Name and contact details of Landlords, identity, rental property details and bank details for matters relating to lettings and paying rental monies;
- Name and contact details of Tenants and Applicants, rental agreements, identity, status, bank and financial details and lettings history;
- Names and contact details and payment information of suppliers and agencies;
- Employee data;
- Website user statistics

How We Get the Personal Information and Why We Have It:

Most of the personal information we process is provided to us directly by you for one of the following reasons:

- Landlords – To communicate with you with regard to letting or maintaining your property and payment of rental income
- Tenants and Applicants – To communicate, reference and verify on matters relating to the tenancy, including, rental charges, maintenance and property inspections

Personal Information Received Indirectly:

We also receive personal information indirectly, from the following sources:

- Agencies and suppliers

Use of Your Information:

We use the information that you have given us in order to

- To facilitate the rental and maintenance of residential property

We may share this information with:

- Agencies, suppliers and solicitors

Lawful Bases of Processing Information:

Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

- Your consent. You are able to remove your consent at any time. You can do this by contacting lettings@bushandco.co.uk
- We have a contractual obligation
- We have a legal obligation

How We Store Your Personal Information:

Your information is securely stored.

We keep Landlords information for the duration of the tenancy plus 7 years. We will then dispose of your information by deleting any electronic record and destroying any paper records.

We keep Tenants information for the duration of the tenancy plus 7 years. We will then dispose of your information by deleting any electronic record and destroying any paper records.

We keep Applicants information for 7 years. We will then dispose of your information by deleting any electronic record and destroying any paper records.

We keep suppliers information for 7 years. We will then dispose your information by deleting any electronic record and destroying any paper records.

Electronic data is stored on the CFP server located in the Bush & Co lettings office for 7 years or the duration of the tenancy plus 7 years.

Your Data Protection Rights:

Under data protection law, you have rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

Your right to object to processing - You have the right to object to the processing of your personal information in certain circumstances.

Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at:

Bush & Co Property Management Ltd t/a Bush & Co.
8 The Broadway
Mill Road
Cambridge
CB1 3AH

Email: lettings@bushandco.co.uk

Phone Number: 01223 508085
if you wish to make a request.

How to Complain:

If you have any concerns about our use of your personal information, you can make a complaint to us at Bush & Co Property Management Ltd t/a Bush & Co., 8 The Broadway, Mill Road, Cambridge CB1 3AH.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office
Wycliffe House, Water Lane,
Wilmslow, Cheshire SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>