

**S I L V E R
O A K**

—
P R O P E R T Y

Terms of Business

**IN THE TOP 2% OF BEST
ESTATE AGENTS IN THE UK!**



AWARDED FOR
MARKETING | SERVICE | RESULTS



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YOU SHOULD READ THIS DOCUMENT THOROUGHLY. IF YOU HAVE DIFFICULTY IN UNDERSTANDING ANY OF THE TERMS OR CONDITIONS LAID OUT IN THIS DOCUMENT, IT IS RECOMMENDED THAT YOU SEEK THE ADVICE OF A SOLICITOR BEFORE SIGNING.

1 Our Service

We are able to offer two levels of service to suit your requirements, the details of which are explained below.

A: Full Letting and Management Service

1. Inspection and rental marketing appraisal of the property.
2. Advertising and generally marketing the property with full-colour particulars and Internet advertising.
3. Receiving enquiries and accompanying prospective tenants wishing to view the property.
4. Careful selection and interviewing prospective tenants.
5. Preparation of SOC - Standard Occupation Contract to gain protection under the relevant Rent and Housing Acts.
6. Preparation of a written detailed inventory of property contents and condition with supporting photos.
7. Taking a deposit from the tenant to be held by Deposit Protection Service until the end of the tenancy.
8. Signing up the tenant and releasing keys, forwarding copy documents to owners.
9. Monthly rent collection is facilitated through state-of-the-art purpose-built banking payment software. All landlords have 24/7 access to this system. Payments are processed via BACS on the nearest Friday

2 Additional costs

Terminating a Silver Oak Property Management Service:

- Equivalent of 1 month rent.

(This charge is not applicable in instances where the property has been sold or if the property has been managed with Silver Oak Property for 3+ years.)

Vacant Property visits

(if required)

- £50.00 per visit

Other services/charges

(if required)

- £50.00 (per 1/2 hour)

3 Declaration

I/we confirm:

- To be the sole or joint owner(s) of The Property.
- I/We have sought permission from our lender to let the Property.
- My/Our Service Charge and Ground Rent payments are up to date if necessary.

following the rent due date. Additionally, a comprehensive rent statement will be accessible online for the landlord.

10. Chasing late payers as necessary.
11. Rental inspections are available upon request by the landlord, with a frequency of no more than once every three months but at least once a year. Reports can be forwarded to the owners upon request following each inspection (*Responsibility for and management of the empty property is not included, and will only be carried out by special arrangement.*)
12. Instructing contractors should any minor repairs or maintenance be necessary that are the Landlord's responsibility, settling accounts from rents received other than any job over **the rent amount** which will have to be arranged and dealt by the landlord and paid for, by the landlord directly to contractor(s). **(Please note that we do not manage renovation projects.)**
13. Being the first point of contact so that owners do not have to deal directly with or take calls from the tenant.
14. Serving all legal notices as required. Any tenancy renewals, rent review notices, notice to quit etc.
15. Ensuring that the landlord/property is compliant with current and ever-changing legislation.
16. Arrange to transfer the utility accounts to the tenant's name.
17. Carrying out a full property visit and inventory check at the end of the tenancy. Arranging repairs and negotiating the deposit deductions with the outgoing tenant.

- I/We do not have any arrears on our mortgage account for The Property.
- I/We have read and accepted the following terms and conditions and confirm that Silver Oak Property can proceed with the rental and management (if applicable) of this property. I/we agree to be bound by its terms and to pay all fees as Appropriate.
- I/We agree that I/We are responsible for paying for an Energy Performance Certificate for the

property which must be obtained before it is marketed by Silver Oak Property

- I/We authorise Silver Oak Property to pass on my / our details to tradesmen/contractors to carry out any work to the property, if necessary.

4 Important information, additional services and requirements

Please read through the additional services and associated costs below and select your preferred options.

5 Gas Safety Certificates

All gas appliances and associated pipework must be safe to use. An annual inspection by a qualified registered Gas Safe engineer is now a requirement of law under The Gas Safety (Installation and Use) Regulations 1998. I/We will supply a copy of the original Gas Safety Record to Silver Oak Property upon request 7 clear days before the tenancy or authorise Silver Oak Property arrange that on my behalf and on my expense.

6 Smoke Alarms and Carbon Monoxide Detectors

As of 1st December 2022, it is a legal requirement for:

- A. Smoke alarms to be wired in and interlinked on each storey of a rented property. These alarms have to be in full working order for the duration of the tenancy.
- B. Carbon Monoxide alarms with integrated batteries are present in any rooms which have a gas, oil or solid fuel burning appliance installed.

I/we confirm that the appropriate smoke and carbon monoxide detectors are already installed throughout The Property and should I/we not opt for Silver Oak Property to carry out the check-in, confirm that I/we will ensure they are tested on the start date of the tenancy.

7 Electrical Installation Condition Report (EICR)

The electrical installation throughout the property must meet safety standards. An Electrical Installation Condition Report (EICR) should be conducted by a qualified registered NICEIC engineer at intervals of no more than 5 years from the last inspection. I/We agree to provide Silver Oak Property with the original EICR upon request, at least 7 days prior to the start of the tenancy. Alternatively, I/We authorise Silver Oak Property to arrange the inspection on my behalf, and I will cover any associated expenses.

8 Landlord Licensing Scheme - Rent Smart Wales

Rent Smart Wales process landlord registrations and grant licences to landlords and agents who need to comply with the Housing (Wales) Act 2014. As the

landlord, it is your responsibility to enquire with the relevant authority if the property should be registered. Silver Oak Property Rent Smart Wales Registration Number and Licence Number: #RN-72013-51424; #LR-75091-14071.

9 Legionnaires Risk Assessment

In compliance with the Approved Code of Practice L8, Health and Safety legislation, Landlords should carry out a Legionnaires Risk Assessment of rented properties. You are free to carry out this assessment yourself, more information can be found at:

<http://www.hse.gov.uk/legionnaires/what-you-must-do.htm> Silver Oak Property can arrange for an assessor to visit The Property and produce a Risk Assessment Report. Silver Oak Property does not accept liability for any issues arising from your decision to not carry out this risk assessment.

10 Inventories and Rental Inspections

Fully written inventory with photos will be supplied by Silver Oak Property on the move in date with no extra cost, this can provide the basis for settlement in the event of a deposit dispute.

11 Contractors

Silver Oak Property utilises in-house contractors to conduct essential certifications, including gas safety certificates, EICR, or any other necessary certificates for rental properties in Wales. If the landlord opts for an alternative contractor, the full name of the selected contractor, their contact details, and a copy of their liability insurance must be provided before we can instruct them. This information should be submitted within a reasonable timeframe before the certification is due. Failure to comply will result in our contract being instructed, and the corresponding invoice will be the responsibility of the landlord, even if a different certification has been arranged directly between the landlord and the contractor without informing Silver Oak Property.

12 Property Information

I/We hereby confirm that Silver Oak Property will be supplied with three full sets of keys for properties under their Fully Managed package or one full set of keys for properties under their Letting the only package. Please note, if you do not comply and we have to get additional keys cut to enable you to comply with this obligation, the cost of the key cutting service will be recharged to you.

13 Leasehold Properties Under Management

For properties which are Leasehold, please provide the following details of the Managing Agent e.g. Agent's

Name, Telephone Number, Address to info@silveroakproperty.com. Please note: Any Service Charge and/or Ground Rent payments that you are liable to pay are required to be paid directly by you and will not form any or part of our management services.

14 House of Multiple Occupancy Licence

The Property may require a Mandatory House of Multiple Occupancy Licence should the following apply

- It's rented to 5 or more people who form more than 1 household
- It's at least 3 storeys high
- Tenants share toilet, bathroom or kitchen facilities

Please enclose a copy of my HMO Certificate (if applicable) The definition of what constitutes an HMO may vary by region, and you should contact your local authority to seek clarification to ensure compliance.

15 Non-Residential (Overseas) Landlords

If you live overseas for more than 6 months of any one tax year, you are recommended to notify the Inland Revenue via a Non-Resident Landlord Form (NRL1), who will subsequently issue us with a certificate allowing us to pay your rent to you in gross and without deductions. Without this certificate, Silver Oak Property is obliged by the Taxes Management Act 1970 (or any similar powers of any future tax legislation) to deduct tax at the basic rate to cover any tax liability. Reasonable administration charges may be payable to Silver Oak Property for further work requested by you, your accountant or the Inland Revenue in connection with such tax liabilities.

For further information, visit www.inlandrevenue.gov.uk When completing the NRL1 application form, please quote Silver Oak Property reference number 904/NA062553

16 Registering the Tenancy Deposit

Silver Oak Property is a member of the Deposit Protection Service which is administered by:

The Deposit Protection Service, The Pavilions, Bridgewater Road, Bristol, BS99 6AA.

Telephone 0330 303 0030

Deposits received from tenants will be protected by The Deposit Protection Service (The DPS) in accordance with the Terms and Conditions of the DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com

As part of Silver Oak Property Tenant Find service, we will receive the deposit from your tenant, administer the required documentation and register the deposit within our DPS account. As we will not be involved in

the 'end of tenancy' procedure or dealing in deposit resolution, we will transfer the lodged deposit directly into your designated DPS account. This will make it much easier at the end of the tenancy to make any claim against the deposit, and speed up the process of returning the appropriate monies to both parties.

For this, we will require your 7 digits Landlord ID number. To obtain this, please visit the DPS website, join and follow the instructions on the website. Please email us your DPS Landlord ID Number to info@silveroakproperty.com to receive your bond in your name. (Tenant Find Service only)

17 Landlord Duties

You shall:

- Inform Silver Oak Property of any changes to your contact details (inc. address and phone numbers).
- Promptly pay Silver Oak Property fees and charges as are applicable and due from time to time.
- Be responsible for obtaining 'Consent to Let' from your mortgage provider/freeholder/ leaseholder.
- Ensure there is a valid Energy Performance Certificate (EPC) available prior to marketing or in the very least have ordered an EPC through the Silver Oak Property.
- Ensure the fabric of the building is in good repair prior to The Property being advertised for Let.
- Organise routine maintenance work after Tenant Find service.
- Be responsible for any injury or losses incurred by the tenant or a third party at The Property as a result of you failing to ensure the appropriate safety precautions are in place or due to lack of ongoing maintenance of The Property. You hereby agree to adhere to the standard of repair as set out in Section 11 of the Landlord and Tenant Act 1985.
- Provide instructions to Silver Oak Property regarding termination, proceedings, major repairs or significant details regarding the Let in writing (preferably to be received in email form).
- Advise your insurers that you are letting The Property and secure the necessary buildings and public liability insurance.
- Initiate and facilitate any insurance claim.
- Inform Silver Oak Property of any intention to repossess the Property.
- Pay all legal expenses resulting from any claim to court for possession of The Property resulting from a Section RHW20 or RHW16 - Section 173 Notice.
- Ensure The Property is cleaned to a domestic standard prior to a move-in.
- Ensure The Property is presented to Silver Oak Property with all known maintenance issues rectified.

- Ensure any pre-tenancy work agreed between you and the tenant at the offer stage is completed prior to the agreed tenancy start date. If the work(s) is not complete, Silver Oak Property reserves the right to appoint a contractor to carry out the work(s) and the costs will be recharged to you.

- Provide Silver Oak Property with details of all applicable warranties/guarantee cover for household appliances. Silver Oak Property will not be held responsible if work is organised on an appliance under warranty or guarantee if sufficient information has not been supplied.

- Provide instruction manuals or handbooks for all appliances included within the letting of the Property.

- Provide all necessary garden equipment to allow tenants to maintain garden areas which are their responsibility.

- Give authorisation for Silver Oak Property to pass on contact details to tradesmen/contractors to carry out any work to the property, if necessary.

- Give authorisation for Silver Oak Property to provide registered contractors with keys to access the Property.

- Ensure all soft furnishings conform to the current Fire Safety Regulations. You give authority to Silver Oak Property to remove furniture and appliances that do not conform with current safety legislation.

- Acknowledge that Silver Oak Property should have no liability under (CAWR) and that the landlord should be responsible as property owners for ensuring compliance with CAWR in all respects. Control Asbestos at Work Regulations 2002 (CAWR).

- Ensure that the Property is registered and the necessary licence has been obtained from the local housing authority if The Property is classed as a House in Multiple Occupation (HMO)

- Allow the tenant quiet enjoyment of The Property. This means that the tenant has the right to live in The Property without interference from you or anyone else and any notice for access must be arranged within the current legislation.

- Provide Silver Oak Property with a copy of the head lease where appropriate.

- You agree to adhere to the regulations in line with the Government's 'Right to Rent' Legislation. Further details regarding the landlord's obligations can be found here:

<https://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice>

- Should you reside in an area which falls under any Local Government's selective Landlord Licensing Scheme, you are required to provide the necessary Certificate(s) of Registration a minimum of 7 clear days prior to the start of any tenancy. The responsibility to

obtain and renew this licence is the responsibility of the landlord.

18 General Terms

You hereby agree with Silver Oak Property:

- To be liable to pay the fees and any other costs or charges agreed and incurred by us on your behalf.

- To be liable to pay our fees and costs should a tenant be introduced by Silver Oak Property and subsequently move into the Property.

- That the security deposit will be held as a stakeholder. This means that at the end of the tenancy, the two parties to the Tenancy Agreement should jointly agree on any deductions to the deposit.

- Any advance rent payment will be held by Silver Oak Property and released by BACS.

- Silver Oak Property reserves the right to appoint a contractor(s) if necessary, to carry out all the work(s) (e.g. gas safety certificate, etc.) at the landlord cost, other than any job over **the rent amount** which will have to be arranged and dealt with by the landlord and pay for, by landlord directly to contractor(s).

- Silver Oak Property endeavours to appoint reasonable tradesmen at a reasonable price but is unable to guarantee the standard of workmanship or any liability arising thereof, although you retain the right to pursue any claim against appointed tradesmen for substantial work.

- You agree to fully and effectually indemnify Silver Oak Property against all expenses and penalties that may be suffered as a result of the non-compliance of The Property to fire and appliance safety standards.

- That Silver Oak Property has the authority to sign all legal documents in connection with matters arising from this agreement on your behalf.

- If you have signed this agreement away from Silver Oak Property then you have the right to cancel this agreement within 14 days unless your property has been advertised on www.primelocation.com, www.onthemarket.com, www.silveroakproperty.com or www.zoopla.co.uk whereupon, we will have provided a marketing service and you will have no right to cancel.

- You will comply with all applicable laws, regulations and enactments that apply to landlords and the letting of the property of the nature and type of property you wish to let. You will follow such good practices, policies and procedures that would be expected of a responsible, reliable and competent landlord.

- You will supply Silver Oak Property a minimum of three full sets of keys for properties under their Fully Managed package or one full set of keys for properties under their Letting the only package. If you do not comply and we have to get additional keys cut

to enable you to comply with this obligation, the charge for the cost of the key cutting service will be recharged to you.

19 Termination of Agreement Service

- Either party shall have the right to terminate this agreement if the other is in persistent or significant breach of any of its obligations under the agreement and fails to remedy such breach within 14 days of a notice being received.
- Should you wish to proceed with a tenancy despite the Silver Oak Property recommendation after obtaining tenant(s) references, Silver Oak Property will accept no liability with regards to rent arrears or damage to the Property.
- Our Management Services and this agreement may be terminated by way of one month written notice, however, not before the end of the initial fixed term tenancy. A charge of one month rent including VAT will be payable by You should the tenant remain in The Property. No fee or notice will be due should the tenant found by Silver Oak Property vacate.
- If the property is sold with a sitting tenant you agree to pay Silver Oak Property one month rent including VAT on completion of the sale.

20 Marketing Material

Agency "TO LET" or "MANAGEMENT BY" boards will be displayed on all properties. It's up to the landlord to specify other wishes. Please contact us if you prefer not to have any boards installed on your property at info@silveroakproperty.com.

Silver Oak Property retains the copyright in all advertising material used to market The Property and reserves the right to use these for marketing initiatives following the letting of The Property.

21 Incorrect Information

You warrant that all the information you have provided to Silver Oak Property is correct to the best of your knowledge.

In the event that you provide incorrect information to Silver Oak Property which causes a loss or legal action to be taken against Silver Oak Property, you agree to indemnify and keep Silver Oak Property fully and

effectually indemnified in respect of any costs, liabilities, fees, disbursements and losses incurred as a result.

The details you have provided in this agreement will be used in the preparation of your Tenancy Agreements. These are legally binding documents and Silver Oak Property will not be held responsible for issues resulting from the provision of incorrect information.

22 Costs

- The agreed advertised Fee is payable when a tenant enters into a Tenancy Agreement. The Fee is deducted from the first rent payment and the balance is transferred to your nominated bank account. The deduction includes any management charges due in the following month.
- Any shortfall is invoiced to You directly and the balance must be paid prior to the tenancy start date.
- All fees are fixed for the duration of the initial fixed term.
- Should you request a rent review at any point following the conclusion of an initial fixed term, Silver Oak Property will charge £30 including VAT for a revaluation and preparation of a Section RHW12 of Rent Increase to the tenants.
- The standard management fee is 10%, no VAT. Depending on the portfolio size, you may be eligible for an introductory offer or a reduced fee. Silver Oak Property reserves the right to adjust the management fee up to the standard rate of 10% at any time after the fixed tenancy contract ends, with one month's notice to the landlord.

25 Performance of the Agreement

You hereby authorise Silver Oak Property to begin marketing the property immediately. Should you exercise your right to cancel the Agreement, you will be liable for reasonable expenses incurred before the cancellation. Should a Let be agreed prior to cancellation and result in a Tenancy Agreement, the Fees would be due, notwithstanding the cancellation took place.

General Data Protection Regulations Consent

As you may be aware, the law in retention of data protection is changing on 25th May 2018. Silver Oak Property takes data protection very seriously. As a

result, we are providing our customer with an update on how we will be using their information. We would ask that you read the paragraphs below carefully and sign below to confirm your agreement. If you would like a copy of this document, please contact a member of staff and they will provide you with a copy.

1. Using your Personal Data:

The information we collect may include your personal information, such as your name, contact information, IP address, services selection and data required to perform our agreement with you. We collect personal information from you at different points, including but not limited to the following:

- When we correspond with you as a customer or prospective customer
- When you visit our website
- When you contact us for help
- When your personal circumstances have changed
- For compliance with legal and regulatory requirements and related disclosures
- For activities relating to the prevention, detection and investigation of crime
- To send you marketing material where we have asked for your consent to do so.

2. Our Use of your Personal Information

Our Company may use information that we collect about you to:

- Deliver the products and services that you have requested
- Manage your customer relationship and provide you with customer support
- Perform research and analysis about your use of, or interest in, our products or services
- Communication with you by email, social media, postal mail, telephone and/ or mobile devices about products or services that you may hold with us, may be of interest to you either from us, or other third parties
- Verify your eligibility to credit facilities
- Transfer personal information to third parties for any legally permissible purpose in our sole discretion
- Enforce our terms and conditions

3. Our Disclosure of your Personal Information to Third Parties

We may share your personal information with third parties only in the ways that are described in this Privacy Statement:

- We may provide your information to our partner insurers and service providers who perform functions on your/ our behalf.

- We may provide your information to our service providers who perform functions on our behalf. Usually, our service providers sign a standard confidentiality agreement

- We may share your data with any parent company, subsidiaries, joint ventures, other entities under common control or third-party acquirers. We would direct that these other entities will honour this privacy statement.

- We may allow a potential acquirer or merger partner to review our databases, although we would restrict their use and disclosure of this data during the diligence phase and direct them to treat data confidentially

- As required by law enforcement, government officials, or other third parties pursuant to a court order, or other legal process or requirement applicable to our company, or when we believe, in our sole discretion, that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our agreements or company policies

- Other third parties with your consent or direction to do so

4. Our Security Measures to Protect your Personal Information

Our systems have security measures in place to help protect information under our control from the risk of accidental or unlawful destruction or accidental loss, alteration or unauthorised disclosure or access

5. Our use of Cookies and Links

Our web pages use 'cookies'. Cookies are text files we place in your computer's browser to store your preference. Cookies, by themselves, do not tell us your email address or other personally identifiable information unless you choose to provide this information to us by, for example, registering at one of our sites. However, once you choose to furnish the site with personal information, this information may be linked to the data stored in the cookies. We use cookies to understand site usage to improve the content and offerings on our site. We also may use cookies to offer you products or services. You have many choices with regards to the management of cookies on your computer. All major browsers allow you to block or delete cookies from your system. To learn more about your ability to manage cookies, please consult the privacy features in your browser.

6. Our Retention of your Personal Information

We will retain any personal information only for as long as is necessary to fulfil the business purpose it was collected. We will also retain and use your

personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

7. International Transfer of your Personal Information

Information collected from you may, on occasion, be stored and processed outside the UK in any other country in which our company or agents maintain facilities, and by accessing our sites and using our services, you consent to any such transfer of information outside of your country.

8. Your Access to and Updating of your personal information

Reasonable access to your personal information may be provided at no cost upon request made to our

company at the contact information provided below. If access cannot be provided within that time frame, our company will provide the requesting party a date when the information will be provided. If for some reason access is denied, we will provide an explanation as to why access has been denied.

9. Changes to our Privacy Statement

This Privacy Notice is subject to change. If we make changes to the Privacy Notice, we will update the date it was last changed.

10. Contacting Us

If you have any questions about this Privacy Statement, our practices or have any concerns please contact Silver Oak Property, Mr Grzegorz W. Pietrzykowski on 07595939335 or info@silveroakproperty.com

Please tick the box to confirm that you're aware that we are holding and processing your data in this manner. By you ticking the box you understand and consent to Silver Oak Property retaining your data

Please tick the box if you also consent to us contacting you for marketing purposes so that we may send you information on other services that may benefit you

Addresses of the management properties:	

Signature: Landlord 1		Date:
Print name:		
Signature: Landlord 2		Date:
Print name:		
Signature: For and on behalf of Silver Oak Property		Date:
Print name:		

