



141 Gilmore Place
Edinburgh
EH3 9PW
0131 6560390
SC427849

www.purepropertymanagement.com

This management service agreement (the “**Agreement**”) is made between:

Pure Property Management Edinburgh Limited,
141 Gilmore Place,
Edinburgh, EH2 9PW

Telephone Number: 0131 6560390
Email: info@ppmedinburgh.com
Letting Agent Registration Number: **LARN190317**

; and

2. _____ (the “**Landlord**”)
3. _____ Landlord Registration Number
4. _____ (the “**Property**”)

The Landlord hereby instructs Pure Property Management Edinburgh Limited (The Agents) to act as sole agents from the date of signature of this agreement for a **minimum period of 12 months (the initial period)** and to proceed with the letting of the Property under the following terms and conditions including the attached Appendix 1 headed “Our Fees” and Appendix 2 headed “Further Information”.

Thereafter, this agreement will renew 12 monthly until terminated under the provisions of Section 34 of this agreement.

1. INITIAL SET UP FEE

The Initial Set-Up fee is payable once on the initial letting of the Landlord’s property and is detailed in “Our Fees” and will cover the following:

- To Let Boards
- Standard marketing, including photography, through internet advertising portals and in our offices
- On-line advertising to include email circular to all potential Tenants listed with our Agency.
- Attend to all property enquiries & questions by prospective tenants.
- Specific advice on presentation of property for residential letting including current market conditions with advice on likely Tenant expectations and Landlord obligations.
- Advice on current lettings legislation.
- Photography and preparation of suitable rental particulars for prospective tenants.
- Advice on anticipated rental yields.
- Carry out accompanied property viewings
- Tenant referencing process for each tenant.
- Negotiation and preparation of the lease.
- Preparation of photographic inventory.
- Preparation and service of statutory documents.
- Collection of deposit and first months’ rent.



PROPERTY MANAGEMENT, PURE’N SIMPLE

- Regular liaison with Landlord throughout the Letting process.
- Taking utility readings, organising the transfer of utilities and council tax.
- Providing a check in service and agreeing any detailed inventory with the tenant(s)

Where **only** the Bronze Service level (Tenant find or let only) is selected by the Landlord, the services included with the Bronze Service are the services listed above as covered by the Initial Set Up fee, but the Bronze Service Fee will be payable and is detailed in “Our Fees”.

2. MANAGEMENT FEE (Silver and Gold Service Levels)

The Management Fee is detailed in “Our Fees” and includes the following:

- Protection of the Tenant deposit and transfer to an approved tenancy deposit scheme.
- Monthly rent collection and issuing of UK based Landlord Statements.
- Notification to building factors if requested by the Landlord
- Follow up of any Late Rental payments and notification to Landlord as necessary.
- Organise tradesmen to carry out maintenance to the mutually agreed limit (additional costs may apply. See clause 31).
- Not less than two visits per annum & follow up email reports as appropriate to the Landlord and/or Tenant if necessary
- Advise on relevant Rent Reviews together with appropriate timings.
- Provide the tenant with dedicated point of contact for duration of tenancy.
- Managing the process for termination of the Tenancy as appropriate.
- Finalising arrangements for Inspection of the Property and keys return.
- Finalising service/utility accounts.
- Final Inspection of the Property.
- Reconciliation of the inventory.
- Dealing with tenants and submitting an application to the relevant Tenancy Deposit Scheme in relation to repayment of and/or claims against the deposit (additional fees may be charged in the event of ADR, see Clause 7 for details).

Where the Gold Service level is selected, in addition to the services listed above, the Landlord will also receive rental guarantee insurance. In the event that there is any default in the payment of rent (as set out in the tenancy agreement) by a Tenant, then under the Gold Service level rent would be paid monthly until possession of the Property is regained. Payments would be made subject to any deductions agreed in this agreement including commission and any other outstanding charges due by the Landlord such as for repairs. In the event that payments are made under the insurance policy, then the Landlord’s right to recover that rent from any tenants would be subrogated to the insurers and if the Landlord subsequently receives payment direct from any tenant any sum so received would require to be paid back to the insurers. In addition to the payment of rent, in the event of default, the policy would cover the cost of serving notices and any legal costs associated with recovering possession with the exception of Sheriff Officers costs. The rental guarantee insurance policy is subject to the terms and conditions of the insurance company who issue it and is only available where the Landlord purchases their referencing products. Further details of the terms of the policy are available on request.

3. RE-LET FEE

If during the period of the Agents’ management of the Property a tenancy is ended (for whatever reason) and the Property is remarketed and subsequently let, the Re-Let Fee will be payable. The Re-Let Fee is detailed in “Our Fees” and includes the following:

- To Let Boards.
- Re marketing of the property through internet advertising portals and in our offices.
- Attend to all property enquiries & questions by prospective tenants.
- Carry out accompanied property viewings
- Tenant referencing process for each tenant.
- Negotiation and preparation of the lease.
- Preparation of property for new tenants.



PROPERTY MANAGEMENT, PURE’N SIMPLE

- Preparation of photographic inventory.
- Preparation and service of statutory documents.
- Collection and protection of the Tenant deposit and transfer to an approved tenancy deposit scheme.
- Taking utility readings, organising the transfer of utilities and council tax.
- Providing a check in service and agreeing any detailed inventory with the tenant(s)

4. RENT INCREASE FEE.

Where the Landlord has instructed a rent increase, the Agent will charge a **Rent Increase Fee** to cover the following:

- Preparing and intimating the appropriate notice to increase rent on any tenant(s)
- Applying any rent increase to the tenancy

In the event that a tenant objects to a proposed increase in rent and there is a referral to a rent officer or the First-Tier Tribunal for Scotland (Housing and Property Chamber), the Agent will charge a **Rent Dispute Fee**. This fee will cover the following:

- Considering the opposition to any rent increase notice
- Liaising with rent officer regarding any provisional order and, if necessary, seeking reconsideration
- Considering any rent order made and marking an appeal if necessary

5. NOTICE FEE.

Where the Landlord wishes to bring a tenancy to an end, the Agents can serve the appropriate notices. In the event that the Agents are instructed to do that, a Notice Fee will be payable to cover the following:

- Preparation of the appropriate notices
- Serving or instructing service (where Sheriff Officers are used) of the notices
- Taking the Landlord's further instructions on expiry of such notices

Under Gold Service level and where notices are served as a result of non-payment of rent by a tenant, the costs of any notices would be covered by the rental guarantee insurance policy.

6. JOINT OWNERS

Where the Property is jointly owned, the Landlord warrants that he/she is authorised to give instructions on behalf of all joint owners and provide written confirmation of such authority if required.

7. TENANT DEPOSIT

The Landlord agrees that it is the Agents' practice to take a deposit from the tenant in respect of damages and dilapidations (usually equivalent to 1 month rent plus £200). In terms of Tenancy Deposit Schemes (Scotland) Regulations 2011 a landlord is required to pay any deposit taken to an approved Deposit Scheme Provider (Deposit Scheme) as well as issue certain information to the tenant(s) all within 30 working days of the start of the tenancy. In Silver and Gold service levels the Agents will do that for the Landlord unless specifically instructed in writing not to by the Landlord. In the Bronze service level the Agents will pay the deposit to the Landlord who will then require to protect the deposit and issue the required information to the tenant(s). Failure to pay a deposit into a Deposit Scheme or issue the required information to tenant(s) may result in the Landlord being ordered to pay a sum equivalent to 3 times the original deposit to the tenant(s) as well as being ordered to pay the deposit into a Deposit Scheme. The Deposit itself will be held by the Deposit Scheme and they will retain any interest earned on that deposit. At the end of the tenancy the Landlord should make an application to the Deposit Scheme for repayment of the Deposit. Again, the Agents will do this for the Landlord. This claim should set out the end date of the tenancy and what proportion of the deposit should be repaid to the tenant(s) as well as any claim against the Deposit. If the repayment proposal is agreed, it will be repaid within 5 working days of notification of that agreement to Deposit Scheme. If the tenant disputes the repayment claim, then the dispute will normally be remitted to an independent adjudicator to decide the issue. Although the provision of Alternative Dispute Resolution (ADR) itself is free to users, where the repayment of the deposit is disputed by the tenant(s) the Agents will charge the Deposit Administration Fee as detailed in "Our Fees" to cover the additional works associated with any ADR.



8. MORTGAGE CONSENT

The Landlord warrants that permission to let has been obtained from his mortgage provider.

9. LANDLORD REGISTRATION.

It is the Landlord's responsibility to register with the Scottish Landlord Registration Scheme and to advise the Agents of the applicable Landlord and property reference numbers. It is a criminal offence to act as an unregistered landlord. Failure to provide the appropriate registration numbers may result in the Agents being unable to market the Property until they are provided.

10. HOUSES IN MULTIPLE OCCUPATION (HMO).

If the Property under management is classified as an HMO, it is the Landlord's responsibility to ensure that the property is registered and has the necessary Licences for use as an HMO from the relevant Local Housing Authority. Where the Agent has agreed in writing to handle the HMO licence application or renewal process the Owner will pay to the Agent an HMO Licence Administration Fee. The HMO Licence Administration Fee is detailed in "Our Fees" and covers the following services:

- Diarising the renewal date for the HMO licence.
- Preparing and lodging the renewal application.
- Liaising with the relevant local authority regarding the application and its progress.
- Arranging remedial works for HMO compliance (the cost of any such remedial work shall be the Landlord's responsibility and in addition to the HMO Licence Administration Fee)

11. INSURANCE

The Landlord must have adequate buildings and contents insurance including cover for owners/landlords liability for the duration of any tenancy and full details of this will be provided to the Agents, the Agents cannot accept responsibility for the adequacy of any insurance cover arranged.

12. FIRE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988

The Landlord warrants that he/she is fully aware of the requirements of these regulations and the relevant amendments. The Landlord declares that all relevant furnishings in, or to be included in the Property comply with these regulations.

13. GAS SAFETY INSTALLATION AND USE REGULATIONS 1998.

The Landlord is fully responsible for ensuring that gas installations and gas appliances are maintained in good order and checked for safety at least every 12 months by a GasSafe registered engineer.

If the Agents are not provided with a valid gas safety certificate prior to the commencement of the tenancy and annually thereafter, the Agents can appoint a GasSafe registered engineer to inspect all gas appliances and their installations and carry out any remedial work necessary on the Landlord's request. The cost of such a certificate or renewal or any remedial work would be at the Landlord's expense. A further fee will be payable to the Agents in the event that they are instructed to do so. This fee will cover the sourcing an appropriate engineer, liaising with tenants to arrange access and the certificate itself. See "Our Fees" for further details. The Agents reserve the right not to instruct any works or inspection for the purpose of such certificates until sufficient funds are received from the Landlord.

14. ENERGY PERFORMANCE CERTIFICATES.

In accordance with a European Union directive all properties let after January 2009 require an Energy Performance Certificate (EPC). An EPC is valid for 10 years. The Property cannot be marketed without an EPC. If the Property does not have a valid EPC, the Agents can arrange this at the Landlords expense, but reserve the right not to instruct an EPC until sufficient funds are received from the Landlord. Where the Agents are required to arrange and EPC, a further fee will be payable. See "Our Fees" for details, which covers the cost of arranging and providing the EPC itself.

15. ELECTRICAL INSTALLATION CONDITION REPORT (EICR).

A Landlord has a duty of care to ensure all electrical installations and any appliances supplied by the Landlord are safe. A Landlord requires to have an EICR prepared for the Property at intervals of not more than 5 years



PROPERTY MANAGEMENT, PURE'N SIMPLE

and records kept for not less than 6 years. An EICR must also include a Portable Appliance Test (PAT) for any appliances supplied by the Landlord. A PAT will likely be required to be carried out more frequently than every 5 years. Accordingly, if not supplied by the Landlord for the beginning of any tenancy or when they fall due, the Agents can arrange for an EICR and/or PAT to be prepared on the Landlord's request and at their expense. A further fee will be payable to the Agents in the event that they are instructed to do so. This fee will cover the sourcing an appropriate engineer as well as liaising with tenants to arrange access. If instructed to do so by the Landlord, such costs are applicable, and fees will be deducted from the Landlord's account, but the Agents reserves the right not to instruct an EICR and/or a PAT until sufficient funds are received from the Landlord. Please see "Our Fees" For details of any applicable charges.

16. LEGIONELLA.

The Landlord has a duty to control the risk of Legionella. As such all landlords require to carry out a risk assessment to identify and assess potential sources of exposure to a risk of legionella, and thereafter, where a risk has been identified to introduce a course of action to prevent or control any identified risk. Whilst the risk assessment can be carried out by the Landlord themselves, that is only the case where they are competent to do so. Alternatively, the risk assessment can be done by a suitably qualified third party. If no risk assessment has been prepared, then one can be carried out on the Landlord's request and at their expense, but the Agents reserve the right not to instruct a risk assessment or any required works until sufficient funds are received from the Landlord. A further fee will be payable to the Agents in the event that they are instructed to do so. This fee will cover the sourcing an appropriate engineer, liaising with tenants to arrange access and the legionella risk assessment itself. Please see "Our Fees" For details of any applicable charges. Please note that, this fee does not include the cost of any works required as part of any control measure to prevent the spread of Legionella.

17. OVERSEAS LANDLORDS FINANCE ACT 1955.

Unless an exemption is received from the Inland Revenue, the Agents are obliged by law to deduct tax from rent received and pay it to the Inland Revenue on a quarterly basis. Joint owners must each have their own exemption. Exemptions are not transferable between agents.

In the event that the Landlord (or one of them) does not have such an exemption, we reserve the right to charge and additional administration fee per month to cover the recovery and payment of UK tax. Please see "Our Fees" For details of any applicable charges.

18. TENANT SELECTION

Great care will be taken in selecting suitable tenants and financial guarantors may be obtained where deemed necessary. Reference checks will be carried out on all UK tenants and guarantors (where possible to do so). However, the Agents are unable to guarantee the suitability of tenants, timely rent payments or vacant possession. The Agents cannot be held liable by the Landlord for such events.

The Landlord agrees that the Agents will inform them in writing (usually by email) of all applications made for the Property as soon as possible. In the case of multiple applications being received the Agents will provide the Landlord with all the relevant information about the offer and the applicant for the Landlord to choose their preferred tenant. The Agents will stop marketing the Property once an application has been approved by the Landlord and confirmed to the Agents and once the approved tenants have paid the initial part-deposit.

In the event that the Agents are unable to contact the Landlord despite reasonable attempts to do so, we reserve the right to proceed with an application from potential tenant(s) whom they believe are suitable, pass the required referencing and have paid an initial part-deposit rather than lose the opportunity to let the Property for the Landlord.

19. INSPECTIONS

The Agents will carry out regular inspections as part of their Property Management Services at agreed intervals. They are not intended to be structural surveys or inventory checks. Pure Property Management cannot accept responsibility for hidden or latent defects

Additional inspections will not be included and will be charged in accordance with Clause 45 (Agents time/travel costs) subject to a minimum charge as set out in "Our Fees".



PROPERTY MANAGEMENT, PURE'N SIMPLE

20. EMPTY VISITS

Many major insurance companies insist that regular visits are carried out on empty properties. In the event that the Landlord wishes the Agents to provide this service, and Empty Visit Fee will be payable per visit. Please see "Our Fees" for any applicable charges.

21. INVENTORY

The preparation of an Inventory or Schedule of Condition by the Agents is included with the Initial Set-up and/or Re-let Fee. Please bear in mind that the Agents are not professional Inventory Clerks. If specifically agreed in writing, the Agents can arrange to have the Inventory or Schedule of Condition prepared on the Landlord's behalf by Professional Inventory Clerks. The Agents would need instructions at least 2 weeks before occupation by any tenant to arrange for such an Inventory or Schedule of Condition. Although great care will be taken The Agents cannot accept responsibility for errors or omissions. The cost of the Professional Inventory Clerks preparing such an Inventory or Schedule of Condition will be charged in addition to the Management Fee.

22. APPLIANCES

The Landlord agrees that all appliances and apparatus in the Property are in full working order and any maintenance and snagging issues have been completed. The Landlord will also insure that manuals for all appliances and apparatus are left in the Property. Failure to supply appliance instructions may result in call-out charges to be paid by the Landlord, should the tenant be unable to use an appliance.

23. KEYS

A minimum of 4 sets of keys will be required. the Agents will retain 1 set for emergency access, maintenance and inspections. Each tenant will require 1 set of keys. If additional sets are required, the Agents will arrange copies at the Landlord's expense.

24. SMOKE DETECTORS

The Landlord confirms that the Property has a working fire detection system. The Property should have functioning hardwired or long-life tamper proof lithium battery system. There should be interlinked smoke alarms in the room frequently used for general daytime living purposes, in every circulation space (e.g. halls and landings), one on each storey (where there is no circulation space in the main room on that storey) as well as a heat alarm in every kitchen. All detectors should be ceiling mounted. The Landlord understands that any older user replaceable battery-operated systems should be replaced with one that meets current requirements unless the Landlord can objectively justify (and prove where challenged) why a lesser level of protection is appropriate in a particular property. Any expiry dates for detectors should be visible on the detectors as well as being provided to the tenants before any tenancy commences. This is in compliance with the Repairing Standard set out in the Housing (Scotland) Act 2006. The Landlord will be liable for the cost of any replacement or upgrading.

25. CARBON MONOXIDE DETECTORS

The Landlord confirms that, the Property (should it require one) has a working carbon monoxide detection system which complies with the current building standards. Where the Property requires such carbon monoxide detectors and the Property does not so comply, one will be fitted. The Landlord will be liable for the cost of any installation, replacement or upgrading.

26. SERVING NOTICE.

With short-assured tenancies subject to the minimum period of the tenancy agreement, the tenant must be given at least 2 months' notice to vacate the Property. The notice must be tie-in with the tenancy 'Ish' or end date. The Agents require at least 12 weeks to enable proper service of notice on the tenant. It is the Landlord's responsibility to give such notice of their wish to recover possession of the Property, in writing and in sufficient time to the Agents.



PROPERTY MANAGEMENT, PURE'N SIMPLE

With Private Residential Tenancies (PRT) there is no minimum tenancy term and the Landlord can only bring a PRT to an end by relying on one of the Statutory grounds for possession. The Agents can only serve Notice To Leave on tenants under such statutory grounds as cannot guarantee any grounds will apply.

27. TRANSFER OF RENT

Cleared rent will normally be transferred to the Landlord's bank account as soon as possible after it is received, but usually within 5 days of receipt, less any monies due to the Agents. Where the Landlord's account is not in credit, no payments will be made until the account is in credit. In some cases, it may take longer to process, allocate or clear rent payments (for example as a result of public holidays).

The Agents cannot pay rent to the Landlord unless cleared funds have been received from the tenant. The Landlord also acknowledges that they should not rely on the timing of such payments to make any mortgage or other payments.

Any interest earned on rent or other monies held on behalf of the Landlord will be retained by the Agents. The Landlord hereby agrees that the Agents have no duty to account for such interest earned to the Landlord.

28. RENT STATEMENT AND INVOICES

The Agents will provide detailed rent statements for all rent received and details of the cost of any work carried out.

Where a tenant fails or delays to pay rent, the Agents will advise the Landlord of this in writing. This will normally be done after the 7th day a tenant is in arrears.

29. LANDLORDS BANK CHARGES

The Agents cannot be held responsible for any bank charges incurred by the Landlord's bank due to rent payments being late or insufficient to cover the scheduled payments.

30. THE REPAIRING STANDARD

In terms of the Housing (Scotland) Act 2006 the Landlord requires to ensure that the Property meets the Repairing Standard as laid out in Section 13 of that Act. This means that the Landlord has an obligation to ensure the following:-

- The Property is wind and watertight and in all other respects fit for human habitation.
- The structure and exterior of the Property are in a reasonable state of repair and working properly.
- The installation for supply of water, gas, electricity, sanitation, heating, and water heating are in a reasonable state of repair and working properly (as long as the landlord has some form of responsibility to maintain these installations whether directly or indirectly).
- Furnishings supplied by the landlord under the tenancy can be used safely and for the purpose they were designed.
- That there is satisfactory provision for fire/smoke detectors.
- That there is satisfactory provision for the detection of carbon monoxide detection in quantities hazardous to health.

31. REPAIRS AND MAINTENANCE.

The Agents will attend to day to day minor repairs and maintenance of the Property and its contents. In the event of major repairs, the Agents will endeavour to consult with and take instruction from the Landlord. The Landlord agrees to carry out or give instruction to carry out repairs or maintenance within a reasonable period of time – normally 5 working days.

In the event of an emergency or when the Agents consider it necessary, we will act in order to protect the Landlords interest without consultation.

The Landlord will be responsible for the cost of any repairs or maintenance carried out by the Agents, or their appointed contractors.



PROPERTY MANAGEMENT, PURE'N SIMPLE

The Landlord acknowledges that any contractor instructed by the Agents (except direct employees) are independent contractors and the Agents cannot accept any liability for defective works carried out by such independent contractor nor do the Agents warrant or guarantee any works carried out.

The Landlord agrees that if repair or maintenance is required, the Agents will only contact the Landlord should the repair or replacement exceed the sum of £150 including VAT (per job). The Landlord hereby agrees that the Agents will retain the sum of £150 from the first month's rent to be retained by the Agents as a float to carry out such necessary repairs or cleaning to the Property. Notwithstanding the keeping of a float, if there are insufficient funds in the Landlord's account the Agents reserve the right not to instruct any works until sufficient funds are received from the Landlord. In the event that the sums held by way of a float are expended (whether in whole or part), the Landlord hereby agrees that the Agents can deduct the required sums to replenish the float from any subsequent rental payments, failing which, the Landlord will provide the Agents with replacement funds within 7 days of a request to do so. The Landlord also hereby agrees that the Agents will retain any interest earned by the holding of such a float.

32. TRANSFER OF UTILITIES

Where provided with the name of suppliers and utility account numbers, the Agents will inform existing suppliers and the local authority of the tenant's name, date of entry and meter readings.

33. AMENDMENTS/VARIATIONS

This contract constitutes the entire agreement between the Landlord and the Agents and supersedes all prior agreements, understandings, representations or communications between parties.

No amendments or variations will have any contractual effect unless approved in writing by a director of the Agents.

34. ENDING THIS AGREEMENT.

Either party may terminate this agreement by giving no less than three months written notice to coincide with expiry of the initial period of the Agents' appointment (12 months from the date of signing this agreement) or to coincide with the end of any continued 12 monthly period thereafter. Should the Landlord terminate this agreement once a tenancy has commenced the Landlord is liable to the Agents for any unpaid part of the Initial Set-Up Fee as well as settle all outstanding expenses, outlays or costs.

If this agreement is terminated without a tenant being secured for the Property but after marketing has commenced, a Cancellation Fee (see "Our Fees" for details of any applicable charges) will be payable to the Agents, the Landlord will also require to settle and reimburse the Agents for any expenses, outlays or costs incurred by the Agents on the Landlord's behalf during the period of their agency.

If this agreement is terminated after the Agents have sourced a tenant and a tenancy has been agreed (whether commenced or not) for the let of the Property, then the Landlord will pay to the Agents the Termination Fee (see "Our Fees" for details of the applicable charges).

Whether ended by the Landlord or the Agents, upon termination the Agents will confirm to the Landlord the date this agreement ends, any fees or charges due to the Agents and arrangements for return of the Landlord's property (eg keys or safety certificates and the float). the Agents will also notify any tenants that they no longer act and provide contact details for the Landlord or any new letting agent instructed.

35. VACANT POSSESSION (Short-assured Tenancies only)

The Landlord agrees to inform the Agents in writing before the appropriate deadlines if the Landlord needs vacant possession of the Property and/or require termination of the lease. If the Agents have not received written instructions to end the lease by the legal deadlines, the Agents will assume that the Landlord is happy to continue the lease under the same terms. the Agents accept no liability for extending a lease if it has not been advised otherwise.

36. DATA PROTECTION AND CONFIDENTIALITY

The Landlord's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EQU) 2016/679 (GDPR). Further details



regarding this processing activity is set out in the associated Privacy Notice, which can be requested from our offices at 141 Gilmore Place, Edinburgh, EH3 9PW.

The Landlord is advised that they should register with the Information Commissioner's Officer and pay the relevant fee and they may be additional data controllers in terms of the GDPR.

37. COMMUNICATION

Unless otherwise agreed, all written communication with Landlord by the Agents is sent by email. Instructions from the Landlord to the Agents regarding the Extension (where appropriate and allowed by law) or Termination of tenancy agreements, major repairs, changes to contact or banking information or detailing any other significant issue, should be made in writing, preferably by email to the address provided by the Landlord to the Agents for that purpose.

The Agents are subject to the Letting Agent Code of Practice as set out in the Letting Agent Code of Practice (Scotland) Regulations 2016 (the Code). A copy of the Code can be provided to the Landlord on request and will usually be provided electronically.

38. MINIMUM SERVICE STANDARDS

Where requested to do so, the Agents will try to accommodate a landlord or tenant's preferred method of communication, wherever possible. However, the normal method of communication will be by email.

We will aim to acknowledge communications within 5 working days, respond in full to urgent communications within 7 working days and respond in full to all other communications within 10 working days.

There may occasionally be circumstances out with our control which prevent us from adhering to these timeframes. These include: -

- when the office is closed for weekends or public holidays;
- where adverse weather or sickness has led to staff shortages;
- where we cannot respond in full without the input of a third party (e.g. contractor, landlord, tenant) who is not available;
- where we cannot respond in full without visiting the rental property and the tenant is restricting access;
- where we cannot respond in full without the input of a key member of staff who is not available.

If we are unable to respond in full within the timeframes outlined above, we will keep you informed of when you can expect a response.

We will not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

39. FINANCIAL SERVICES AND MARKETS ACT 2000

With the introduction of the Financial Services and Markets Act 2000, the Agents can no longer deal with or administer insurance claims through a third-party insurer. To do so would now be a criminal offence.

40. MAKING A COMPLAINT

We are committed to providing a high-quality service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint about our service, or about the service of a contractor or third party who we have instructed to provide goods or services in relation to a property owned by or occupied by you, please write down the details of your complaint and send it to Pure Property Management Edinburgh Limited, 141 Gilmore Place, Edinburgh, EH3 9PW, who will then invoke their Complaint's Procedure, a copy of which is available on request.



PROPERTY MANAGEMENT, PURE'N SIMPLE

You may apply to the First-tier Tribunal for Scotland (Housing & Property Chamber) if the Agents have breached the Scottish Letting Agent Code of Practice and you remain dissatisfied once the above stages have been exhausted, or if the Agents does not process your complaint within a reasonable timescale. You can contact the Housing & Property Chamber at: -

Glasgow Tribunal Centre
20 York Street
Glasgow
G2 8GT
0141 3025900

<https://www.housingandpropertychamber.scot>

The Agents are registered with the Scottish Letting Agent Register (registration number detailed above) and is required to adhere to the Scottish Letting Agent Code of Practice which can be found at <http://www.legislation.gov.uk/ssi/2016/133/schedule/made>.

In accordance with the code we will retain (in electronic or paper form) all correspondence about a complaint for five years.

Other Complaints Procedures

The Agents are members of both The Property Ombudsman Scotland (TPOS) and Landlord Accreditation Scotland (LAS). As such, the Agents require to comply with the highest professional standards. Details of how to raise any relevant concerns or complaints you may have with either TPOS or LAS will be provided upon request.

41. VAT

All the Agents' fees and any other charges include VAT at the prevailing rate unless otherwise shown.

42. TERMS OF BUSINESS

The Agents reserve the right to amend their fees and terms of business and the Landlord will be given 30 days notification of any such changes.

43. TERMINATION

The Landlord(s) agrees that the Agents reserve the right to terminate this agreement with immediate effect should the Landlord fail to comply with any laws or regulations governing leased property or fail to comply with the Agents' Terms and Conditions as set out in this document.

The Landlord also acknowledges that, where they fail to meet their legal obligations as a landlord or delay in complying with same, not only do the Agents require to stop acting for them but that they have a legal duty to inform the relevant authorities of such failures and/or delays.

44. RIGHT TO LET

The Landlord agrees that they have unrestricted right and title to let the Property and the contents. The Landlord has produced a copy of the authority to let such as a current and up to date copy of the relevant title for the Property or power of attorney authorising them to act. Failure to do so may result in delays in marketing the Property. The Agents are required to obtain such confirmation before the Property is let. In the event that the Landlord fails to produce the required documentation and the Agents are able to obtain the required vouching, it will be at the Landlord's cost. The Agents reserve the right to not only pass on the costs incurred by them in obtaining such documentation to the Landlord, but also their time involved in obtaining same. In that event, further fees will be charged in line with clause 45 Agent's Time and "Our Fees".

45. AGENTS TIME/TRAVEL COSTS

The Landlord agrees that the Agents reserve the right to charge the Landlord for any task carried out which is out with the scope of this agreement on a time and line basis. The current rate for such a charge is detailed in "Our Fees" and is subject to a minimum fee equivalent the charge for one hour including vat



PROPERTY MANAGEMENT, PURE'N SIMPLE

All travel for the purpose of fulfilling the Agents' obligations under this agreement will be charged in accordance with the rate set out in "Our Fees".

46. INSTRUCTING SOLICITORS

Should the Landlord require the Agents to instruct Solicitors on their behalf in relation to the tenancy, not only will the Landlord be responsible for payment of any solicitor's fees incurred but, The Agents reserve the right to charge any additional work including for attending any court of tribunal in accordance with Clause 45.

The costs associated with any legal action are the responsibility of the Landlord.

47. CLIENT MONEY PROTECTION AND PROFESSIONAL INDEMNITY INSURANCE

The Agents hold adequate Professional Indemnity and Client Money Protection insurance. Full details of which can be provided on request.

48. CONFLICT OF INTEREST & COMMISSIONS

The Agents will declare any potential conflict of interest as soon as reasonably possible after becoming aware of such a potential conflict of interest.

Current potential conflicts and commissions from third-parties include the following:

- During the course of our agency, from time to time, the Agents may receive commissions from third-party service providers

A statement setting out the full details of any financial interest The Agent has in providing insurance products and/or third-party services is available on request.

49. SALES FEE

In the event that the Property is sold to a sitting tenant (or any relative of such a tenant) introduced to the Property by the Agents during the course of this agreement, then the Landlord will pay to the Agents the Sales Fee which will be calculated as a percentage of the total sales price of the Property payable under the terms of any concluded missives for the sale of the Property. Where the tenant is a limited company, the Sales Fee will be payable in the event that the Property is sold to a director, company secretary or shareholder in that company or any relative of such a director, company secretary or shareholder. For the purpose of this clause the Property will be treated as being sold in the event that unconditional missives of sale have been concluded for the Property.

50. MISCELLANEOUS

The Landlord agrees that the Agents have authority to do the following:-

- Erect a 'To-Let' board at the Property
- Sign all legal documents in connection with matters arising from this Agreement on behalf of the Landlord;
- Market the Property for Let and carry out all associated matters set out in terms of the services details in this Agreement;
- Remove furniture, furnishings, electrical appliances, installations or gas appliances from the Property which do not comply with the current safety legislation or the Repairing Standard and to replace them at the Landlords expense with a reasonable equivalent; and
- deduct any sums due to the Agents (including but not limited to commission, fees or reimbursement of outlays) by the Landlord from sums held on account on the Landlord's behalf.
- Retain any commissions paid by third party contractors engaged by the Agents for the Landlord during their management of the Property.
- Retain any interest earned on money held by the Agents on behalf of the Landlord.

51. PROPERTY PHOTOS

All photos taken by the agent of the property belong to the agent. If the Landlord wishes to obtain copies of these photos for whatever reason, they can be purchased from the agents for a fee of £150 incl VAT.



PROPERTY MANAGEMENT, PURE'N SIMPLE

52. COOLING OFF

By law the Landlord has 14 days starting from the day they receive this Notice ('the Cancellation Period') to cancel this contract if this contract is signed in their own home or place of work in the presence of a representative of the Agents. This cancellation period will not apply where the contract has been signed at The Agents' offices.

I/We wish the performance of this contract to commence before the expiration of the Cancellation Period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. I/We agree to pay reasonable costs incurred and reasonable fees including any Cancellation Fee or Termination Fee per Clause 34 for services provided by Pure Property Management Edinburgh Limited between the date of signature and the date of cancellation.

Signed:

Date:

Do not sign here unless you wish Pure Property Management Edinburgh Limited to begin marketing your Property immediately.

I/We instruct and authorise Pure Property Management Edinburgh Limited to act on my/our behalf in the marketing and management of the Property. I have read and understood the Terms and Conditions as set out above and overleaf. I accept that in signing this document I am bound by its entire contents.

I would like to select the **BRONZE / SILVER / GOLD / PLATINUM** _____ Property Management Product.

The agreed rental figure that I wish to achieve is £ _____ per calendar month. I understand that if Pure Property Management are offered lower figure then I will be consulted before an agreement is entered into.

Name of Owner 1 _____

Signature 1 _____ Date _____

Name of Owner 2 _____

Signature 2 _____ Date _____

Signed for and on behalf of Pure Property Management Edinburgh Limited

Name _____

Signature _____ Date _____



Cancellation Notice

If you wish, you have the right to cancel our contract within 14 days of receiving this Notice. You can do this by completing the cancellation form below and sending by post to:

Pure Property Management Edinburgh Limited
141 Gilmore Place, Edinburgh
EH3 9PW

or

e-mail to sales@ppmedinburgh.com

The notice will be considered served once it has been posted by you.

You may be required to pay a fee to Pure Property Management Edinburgh Limited if performance of the contract has begun with your written agreement before the end of the cancellation period.

You agree to pay reasonable costs incurred and reasonable fees for services provided by Pure Property Management Edinburgh Limited between the date of signature and the date of cancellation.

Cancellation Form

If you wish to cancel the contract you **MUST DO SO IN WRITING** and send it to Pure Property Management Edinburgh Limited detailed above. You may use this form if you want to, but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

TO:

**Pure Property Management Edinburgh Limited
141 Gilmore Place Edinburgh
EH3 9PW**

I/WE hereby give notice that I/WE wish to cancel MY/OUR contract:

Fully Managed Landlord Agreement in respect of my property:

Property Address _____

Signed _____ **Date** _____

Name (Property Homeowners Full Name) _____

Address _____

(Homeowner_Address)



OUR FEES

	Excl VAT	Incl VAT
1. <u>Initial Set-Up (Clause 1)</u>	£250	£300
2. <u>Bronze Service (Let Only)</u>	£350	£420
3. <u>Management Fee (Clause 2)</u> Silver Service Gold Service Charged on a percentage of the collected monthly rent payable when the rent falls due from the tenant(s). Excludes any outlays such as contractor costs.	10% 12.5%	12% 15%
4. <u>Re-Let Fee (Clause 3)</u>	£150	£180
5. <u>Rent Increase Fee (Clause 4)</u>	£30	£36
6. <u>Rent Dispute Fee (Clause 4)</u>	£25 p/h	£30 p/h
7. <u>Notice Fee (Clause 5)</u>	£125	£150
8. <u>Deposit Administration Fee (Clause 7)</u>	£62.50	£75
9. <u>HMO Licence Administration Fee (Clause 10)</u> This cost does not include the fee for lodging the application.	£150	£180
10. <u>Gas Safety Certificate (Clause 13)</u> This fee includes the engineer's costs but does not include the costs of any remedial works. These costs may vary depending on property size and number of appliances tested.		£75
11. <u>Energy Performance Certificate (Clause 14)</u> This fee includes any contractor costs but costs may vary depending on property size.		£90
12. <u>Electrical Testing (Clause 15)</u> EICR PAT This fee includes any contractor costs but does not include the costs of any remedial works. These costs may vary depending on property size and number of appliances tested		£145 £50
13. <u>Legionella Risk Assessment (Clause 16)</u> This fee includes any contractor costs but does not include the costs of any remedial works. These costs may vary depending on property size.		£75

14. <u>Overseas Landlord Finance Act 1955 Administration Fee (Clause 17)</u> Payable monthly and in addition to the Management Fee in Clause 2.		£60
15. <u>Empty Visit Fee (Clause 20)</u> Payable per additional visit, but excluding any travel costs Such travel costs will be charged in accordance with the rate set out below.	£25 p/h	£30 p/h
16. <u>Cancellation Fee (Clause 34)</u>	£250	£300
17. <u>Termination Fee (Clause 34)</u> or a sum equivalent to 6 months commission (whichever is the greater)	£250	£300
18. <u>Agents' Time (Clause 45)</u> Charged per hour but, excluding outlays such as travel costs.	£25	£30
19. <u>Travel Costs (Clause 45)</u>	£1.00 / mile	£1.20 / mile
20. <u>Sales Fee (Clause 49)</u> Calculated as a percentage of the total price to be paid under concluded missives for the Property	1%	1.2%

Appendix 2

Further Information

1. Personal Contact Details

Landlord Address _____

Home Phone _____ Work Phone _____

Mobile Phone _____ Email: _____

Please remember to update us of these details change, as it is your responsibility to ensure that we have up to date contact details for you.

Date of Birth _____

Alternative Contact (Must be UK Based)

Name: _____ Relationship to you _____

Address _____

Phone _____ Email _____

Your Bank Details

Bank _____ Account Name _____

Account number _____ Sort Code _____



PROPERTY MANAGEMENT, PURE'N SIMPLE

HMRC Non Resident Information

If you reside outside of the UK, you **MUST** contact HMRC to obtain an Overseas Landlords Registration Number. If you do not have a registration number then we are legally obliged to deduct 20% of your rental income in tax and pay it to HMRC on your behalf.

www.hmrc.gov.uk/international/nr-landlords.htm

Date of Leaving the UK _____ Name of Tax Office _____

Overseas Landlord Registration Number issued by HMRC _____

Pure Property Management Letting Agents Reference Number: NA 054498

Property Details

Electricity Supplier _____ Meter Serial Number _____

Location of Meter & Fuse box _____

Gas Supplier _____ Meter Serial Number _____

Water Stop Cock Location _____

Name of Local Council _____ Tax Band _____

Is there a BT Line _____ Consent to install if requested _____

Is there a Virgin Cable _____ Consent to install if requested _____

Is there Sky installed _____ Consent to install if requested _____

2.

Guarantees: Please list any items & appliances under guarantee. Please Supply Copy Guarantees

Service Care Agreements: Please provide information of any supplier which you have a service agreement that you intend to maintain, such as Scottish Gas:

Company _____ Policy Number _____

Extent of Cover _____

Please provide a copy of the service agreement.

User Guides

Please provide a user guide for any white good left in the property

Please provide a user guide for the boiler and any room thermostats or time clocks.



Gas Safety

Is your property connected to Gas? _____ Do you have a Gas Safety? _____

Expiry Date _____ PPM Edinburgh to arrange Gas Safety? _____

If you plan to arrange your own Gas Safety it is your responsibility to ensure it is up to date, that you supply this office with a copy & a copy is left in the property.

Boiler Location _____

Do you require an Electrical Safety Certificate (EICR)? _____ PPM Edinburgh to arrange? _____

Do you require a Portable Appliance Test (PAT)? _____ PPM Edinburgh to arrange? _____

Fire Safety

Do you have a CO Alarm? _____ PPM Edinburgh to arrange? _____

Do you have adequate Hard-Wired Smoke Alarms? _____ PPM Edinburgh to arrange? _____

Do you have a Fire Blanket? _____ PPM Edinburgh to arrange? _____

Energy Performance

Do you have an EPC Certificate? _____ PPM Edinburgh to arrange? _____

Boundaries

Please indicate if you are responsible for any of the boundaries around your property. If yes please provide additional information below: If yes, details provided with security precautions in place such as window locks and approved door looking systems.

Does the Property have a Security Alarm? _____ If yes, please provide the details for use: (to include the code or instructions)

Please note that you will be responsible for the maintenance of the alarm and if regular inspections are required or links to a call centre maintained, the account must be settled by you).

3.

Parking

Please Indicate if allocated parking forms part of the property and provide the location and number of the space.

location 1 _____ Location 2 _____



Is there a parking permit which must be displayed when using this parking?
(Please supply this where applicable)

Is there a shared driveway at the property? Please provide details of the boundary & any restrictions:

Is there a Stair Cleaning Charge? _____ Amount weekly/monthly? _____

Refuse Collection Days _____

Block Management

If your property forms part of a block, please provide the contact details of the person or company who manages the property:

Name _____ Phone Number _____

Address _____

If your property does NOT form part of a block, please provide the individual buildings insurance details:

Policy number _____ Sum insured _____

Annual Premium _____ Renewal Date _____

Please note that all insurers require to be notified if your tenant type changes from a professional to a student or DHSS(Local Housing Allowance).

All rental properties are required to have Landlord Insurance; do you have Landlord Insurance? _____

Would you like PPM Edinburgh to arrange a Landlord Insurance Quote? _____

Do you require Rent Guarantee? _____

Please note that this sometimes cannot apply to student or DHSS tenants & is at an additional cost.

Tenant Preference (yes/no): Professionals _____

Students _____

Housing benefit _____

Would you allow pets _____

Notes _____

