

Terms of Business

Spare Room Project Limited provides wide range of property management and letting services tailored to individual requirements of our partners and clients.

Each individual agreement and scope of services will be prepared individually depending on your requirements.

Agreements

Our individually tailored agreements will describe extent of our involvement including drafting contracts, managing refurbishments, arranging an inventory, check-in/out, or for the rent collection and management of the property.

This will cover lengths of contracts, notice periods, extent of our investments in refurbishments, break clauses etc.

Extensions

All contract extensions will be discussed individually and signed prior to the end of the initial agreement.

We do not charge renewal fees or hold Clients' Money hence we are not member of a Client Money Protection Scheme. Any fees charge are inclusive of VAT.

Cancellations

All our clients have 14 day 'notice of right to cancel' if the contract is signed by a client during a visit at their home, at their place of work, away from our premises or online. This doesn't apply if the contract begins before the end of the 14 day cancellation period.

Property Management Costs

We do not charge any letting fees to Landlord and Tenants. Any Management costs are discussed individually with Clients, Partners and Companies.

Our individually tailored agreement will list all the management and administrative cost depending on the length of contract, extent of our investment, refurbishment level and other.

Please refer to your individual contract for further details.

General fees

Referencing- Free

Property management- as individually agreed

Late rent payment - £10 for each day of delay (no VAT charged)

References, early contract termination - £75 (no VAT charged)

We do not charge VAT.

Dilapidation Deposits and Holding Deposits

All security deposit will be secured in Deposit Protection Scheme.

The checkout procedure will be explained in the individual agreement. We aim to release the deposits within 14 days subject to utility bill availability within this period.

Receipts will be provided for all Holding Deposits.

Access

Our manager will access the property for inspections as outlined in our individual agreements. The quiet enjoyment of the occupants will be always respected.

We will keep written records of keys held and inform tenants of any access required in accordance with the terms of the agreement, except in cases of emergency.

Care

We will always work in the best interests of our clients. Any unlikely claims arising from negligence will be decided by court in England. You will need to seek individual legal advice if they wish to pursue a negligence claim.

We are part of **The Property Ombudsman (TPO)** scheme and therefore we comply with **The Property Ombudsman Code of Practice**.

If you would like to raise a complaint please contact us for details of our **In-house Complaints Procedure**.

Maintenance and Repairs

The extent of our, occupants and landlords obligations for maintenance and repair will be stated in our individual agreement with you.

Right to Rent Checks

From 1 February 2016, all landlords in England are required to conduct 'right to rent checks' as part of the referencing process for potential tenants. We can provide this service to our clients.

For Landlords

As a Landlord you will warrant to us that you have the appropriate authority from any landlord, mortgagee, insurer or any other relevant person, to enter into Agreement with us and that the Property and its contents are adequately insured. We cannot arrange insurance on your behalf.

Safety Requirements

You warrant to us that you are aware of your legal obligations as a landlord and will indemnify us against your failure to comply with them at all times.

GAS: You must ensure that all gas appliances and fixed installations are kept in good order and checked for safety every 12 months by a properly qualified person in accordance with the relevant regulations.

ELECTRICITY: You must ensure that all electrical equipment and appliances are in good order and regularly safety checked by a properly qualified person in accordance with the relevant regulations.

Energy Certificate

By law any property that is to be let has to have an Energy Performance Certificate. We might assist you to find an Assessor. Please refer to <https://www.epcregister.com/> for further details.

Taxation

If you are resident outside the United Kingdom or if you are away from the UK for more than six months, we are legally obliged to deduct basic rate tax from rental payments and pay it to Her Majesty's Revenue and Customs. You will indemnify us against any failure by us to deduct the required amount of tax from your rental payments.

Data protection

You acknowledge that by instructing us, you will be providing us with personal information within the meaning of the Data Protection Act 1998. You consent to us processing such information for the purposes of performing our obligations under our Agreement or for our future marketing activities such as writing to you with details of our services and to our disclosing such information: where we are required to by law and to such third parties as we deem reasonably necessary in order to prevent crime. You may amend your details at any time or ask us not to use your details for marketing activities by writing to us.