

Terms of business

These Terms of Business form a legally binding contract between you and us, please make sure that you read and fully understand them.

Regulatory: we are a member of the Property Ombudsman and following the code of practice (see the link <https://www.tpos.co.uk/members/codes-guidance>)

Fees: please refer to the documents related, separated from this file. Also on the web page (<https://www.gmacquisitions.com/copy-of-gdpr-1>)

Right to cancel: All clients have right to cancel within 14days without any service fees. However admin fee may occur on the stage of the referencing process.

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1. Management Services (if the landlord has enable the package)

- a. **Tenancy Agreement (Preparing the Tenancy Agreement):** The tenancy agreement is a contract between you and your landlord that is legally binding for the protection of you both. A document will be prepared that is relevant to your particular let and you should familiarize yourself with its contents. Please advise us in writing if you require any special clauses inserted into the tenancy agreement. If you are unsure, or have any areas of concern, we recommend that you take your own intendant legal advice. We cannot accept responsibility for a tenancy agreement (or for any other documents) introduced by another party which we have not prepared.
- b. **Signing the Tenancy Agreement:** By entering into this Terms of Business you authorise us as your agent to sign the Tenancy Agreement on your behalf. Once your referencing has been completed we will pass these references to the landlord for approval before entering into the Tenancy Agreement. We will not enter into a Tenancy Agreement until we have received your landlord's instructions in writing or by e-mail confirming acceptance of the references and instructing us to proceed with the tenancy.
- c. **Property Visits:** Scheduled property visits may be carried out by us, or by contractors, or agents, to assess the general condition and decorative state of the tenanted property (excluding lofts, garages, out- buildings and basements – unless classed as formal living accommodation under Building Regulations). These visits are not carried out by surveyors and do not form part of an inventory check. A property visit will be carried out once per fixed term tenancy, or once per year (whichever is shorter), subject to access being granted by the occupant. Please note that we are unable to use any keys to the property without the occupant's express consent and are unable to force entry.

- d. **Repairs and Maintenance:** Where we instruct contractors on your behalf, we do not warrant or imply responsibility for any aspect of the works. Such contract or arrangement will be directly between you and the contractor. Any recourse in relation to the works or to payment for the works will be between you and the contractor. We will take reasonable steps to identify and manage our contractors, but we cannot accept responsibility (at law or in fact) for them. Neither can we accept responsibility if we are unable to carry out repairs or maintenance work due to insufficient funds in your account (unless it is due to our negligence or a breach of these Terms of Business).
- e. **Utility Suppliers:** We will transfer the utilities and council tax into and out of the tenant's name at the beginning and end of the tenancy wherever possible and supply meter reading (where applicable) as long as the inventory clerk has been able to access the relevant meters at the time of the check in and/or out.
- f. **Commencement of Management Service:** Our Management Services will not start until a tenancy begins.

Please note: if your tenancy does not enter into a new fixed term agreement then the rent can only be increased if the landlord serves a Section 13(2) Notice under the Housing Act 1988. We can prepare this for you (see 'Additional Charges'). Please be aware that this form advises the tenant that they have a right to challenge the increase by serving a counter notice and possibly referring the matter to the First Tier Tribunal (Property Chamber).

2. Letting services

For landlords who want to manage their property themselves but want a professional approach taken to marketing and tenant selection and the ongoing administration of their tenancy.

- a. **Safety Regulations:** This information on safety and safety measures is for your guidance.

✓ **The Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended. These regulations apply to soft furnishing such as mattresses, padded headboards, bed bases, sofas, sofa-beds, armchairs, cushions, pillows, furniture with loose or fitted covers, children's furniture, garden furniture which may be used indoors, etc. Exemptions: furniture/furnishings manufactured before 1950 and after 1989. By signing this agreement you give us authority to remove, at your expense, any item that does not comply or have a fire label attached.

✓ **Gas Safety (Installation And Use) Regulations 1998.** It is a criminal offence to let a property with gas appliances, installations and pipe-work that have not been checked by a properly qualified and registered engineer.

✓ **Electrical Equipment (Safety) Regulations 1994.** Any person supplying electrical equipment to a rented property must insure that it is safe, will not cause danger and satisfies the requirements of the regulations. All electrical equipment must be safe and constructed with good engineering practice.

✓ **Legionella Disease.** The Health and Safety Executives have issued a new Code of Practice for assessing the risks of Legionella in residential property. We recommend that as a Landlord should carry out a risk assessment of his property prior to any letting especially if there are open water tanks, redundant pipes, cool-

ing systems or a swimming pool.

✓ Ending a Tenancy. If you do not wish to renew or extend the tenancy then we can, on your written instructions, arrange to serve Section 21 Notices or a Notice to Quit (as appropriate).

From 1st October 2015, for properties in England the Government have introduced a new Prescribed Section 21 Form, which must be used for ending all Assured Short-hold Tenancies starting on or after 1st October 2015. There are now specific requirements landlords need to have carried out, along with providing tenancy deposit prescribed information and deposit scheme leaflet landlords will in addition need to prove that they have given a copy of the EPC, gas safety record and the government booklet, 'How to rent' to their tenants.

If you cannot prove that you have delivered all this paperwork to tenants, you will not be able to use the no-fault Section 21 procedure. In addition from 1st October 2015 a Section 21 notice cannot be served for six months after a local authority has served an improvement notice or carried out emergency remedial action (England only).

'Data Protection Act 1998'. Global Mediary Acquisitions will be processing all personal data in accordance with Data Protection legislation. You may be contacted by telephone; post or email from time to time by Global Mediary Acquisitions and carefully selected third parties about utility services, which we think, might be of interest to you. If you would prefer us not to use your information in this way or have any questions about the handling or protection of your Personal Data or your rights under this agreement please discuss with the branch staff in the first instance.

'Landlord and Tenant Act 1987' Tenant must provide the forwarding address at the end of the tenancy agreement.

You are agreeing our terms of business by settling the invoice attached.

Sincerely yours

Kyle Philippe Yesung _____

The founding director