

Black & Golds
ESTATE AGENTS

Black & Golds Lettings

A guide to our services
& terms of business



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www.blackandgolds.co.uk



Black & Golds Lettings

A guide to our services

Here at Black & Golds Lettings we pride ourselves on providing the best customer service but at a reasonable cost.

Who are we?

Karis Loone – Lettings Director

Karis joined the team in 2019 and has brought a wealth of experience from her previous roles at both corporate and independent lettings agents. Karis is responsible for the running of the lettings department and has a relentless work ethic. In her spare time Karis is a keen Aston Villa fan as well as an absolute dog lover with her Labrador and Chihuahua... Toby and Bauer!!

Emma Devenport – Lettings Manager

Emma joined the team in 2020 just a few weeks before the first lockdown hit! She brings with her a background of Customer Service which is essential in her role as Lettings Manager to help with the day to day running of the lettings team. Emma tends to spend her downtime baking cakes for the office which has now given her the name of office mom. She also has a lovely Labrador called Honey.



By: 'Tom' Jan 19, 2022

Branch: Solihull, 117 Stratford Road
Lettings (as a Tenant)
Rent PCM: £1250
Postcode: B90

Karis & Emma were brilliant in helping us to find a home to let. They were really accommodating at every point and even went out of their way to give us the keys when they were shut for xmas.

since then both Emma & Karis have been in touch to ensure we have settled in and support with any queries



By: 'Chris' Sep 09, 2021

Branch: Solihull, 117 Stratford Road
Lettings (as a Landlord)
Rent PCM: £950
Postcode: B92

I have been using Black and Golds to manage my rental property for almost 3 years and I genuinely wouldn't go anywhere else. I have recently had new tenants move in after only a week of been advertised. They dealt with the outgoing tenants moving out to helping the new tenants move in. They make a great team and its peace of mind knowing they are looking after the property. Great work, thanks.



Full Management

Prior to move in there are over 130 pieces of legislation that need to be followed and kept updated during the tenancy too. Let us do the hard work for you with our fully managed service.

- Making sure all legislation is followed
- Market the property on Rightmove, our Website and also our ever famous Social Media pages
- Accompanied viewings
- Photos and video tour
- Comprehensive reference checks including Credit Check, Right to Rent, Employment Reference, Landlord Reference and Anti-Money Laundering
- Rent and Legal Protection available
- Tenancy Agreement
- Inventory and Schedule of Condition
- Register the deposit with the Deposit Protection Scheme (DPS)
- Notify utility suppliers of the changeover of names – Council Tax, Gas, Electric and Water
- Managed by a dedicated team who have a good general knowledge of property maintenance and local/experienced contractors
- Quarterly inspections of the property
- Monthly statements
- Chasing rent arrears if needed and promptly informing the landlord
- All repairs reported through FixFlo
- Tenancy renewals completed at a cost of just £50.00+VAT (£60.00 including VAT)
- Final check out inspection undertaken at the end of all tenancies and deposit disputes dealt with where applicable

Lettings Fees

Monthly management fee – 9%+VAT (10.8% including VAT)

Set-up fee including referencing – £500.00+VAT (£600.00 including VAT)



Rent Collection

Enough time to deal with the maintenance but not to focus on the rent being collected? Rent Collection is the service for you.

- Making sure all legislation is followed
- Market the property on Rightmove, our Website and also our ever famous Social Media pages
- Accompanied viewings
- Photos and video tour
- Comprehensive reference checks including Credit Check, Right to Rent, Employment Reference, Landlord Reference and Anti-Money Laundering
- Rent and Legal Protection available
- Tenancy Agreement
- Inventory and Schedule of Condition
- Register the deposit with the Deposit Protection Scheme (DPS)
- Notify utility suppliers of the changeover of names – Council Tax, Gas, Electric and Water
- Monthly statements
- Chasing rent arrears if needed and promptly informing the landlord
- Tenancy renewals completed at a cost of just £50.00+VAT (£60.00 including VAT)

Lettings Fees

Monthly management fee – 7%+VAT (8.4% including VAT)

Set-up fee including referencing – £500.00+VAT (£600.00 including VAT)



Tenant Find Only

Just need someone to find you a good, quality referenced tenant but happy to manage it yourself? Tenant Find Only is your best option!

- Making sure all legislation is followed
- Market the property on Rightmove, our Website and also our ever famous Social Media pages
- Accompanied viewings
- Photos and video tour
- Comprehensive reference checks including Credit Check, Right to Rent, Employment Reference, Landlord Reference and Anti-Money Laundering
- Tenancy Agreement
- Inventory and Schedule of Condition at a cost of £125.00+VAT (£150.00 including VAT)
- Register the deposit with the Deposit Protection Scheme (DPS)
- First monthly statement produced
- Tenancy renewals completed at a cost of just £50.00+VAT (£60.00 including VAT)
- Notify utility suppliers of the changeover of names – Council Tax, Gas, Electric and Water

Lettings Fees

Set-up fee including referencing - £500.00+VAT (£600.00 including VAT)



Landlord Service Acceptance Form

Date:

Property Address:

Landlord Name(s):

Landlord Address:

Bank name:

Sort Code: Account Number:

I/We confirm that I/We are the sole owner(s) of the property and, unless otherwise advised, currently reside within the UK. I/We agree to be bound by this contract and certify and I/We fully understand the content and have received a copy thereof:

I/We hereby appoint Black and Golds Letting Agents Limited as my/our agent to undertake the following service for the duration of the tenancy. Please tick the required service below.

Full Management Service

I agree for Black & Golds to receive rents and to account to me after deduction of outgoings and management expenses at a cost of 9%+VAT (10.8% inc VAT)

Rent Collection

I agree for Black & Golds to receive rents and to account to me after deduction of outgoings at a cost of 7%+VAT (8.4% inc VAT)

Tenant Find Only

I agree for Black & Golds to receive the initial rent and to account to me after deduction of outgoings at a cost of £500.00+VAT (£600.00 including VAT) £500.00+VAT (£600.00 including VAT)

Declaration

Signed:

Date:

Print Name:

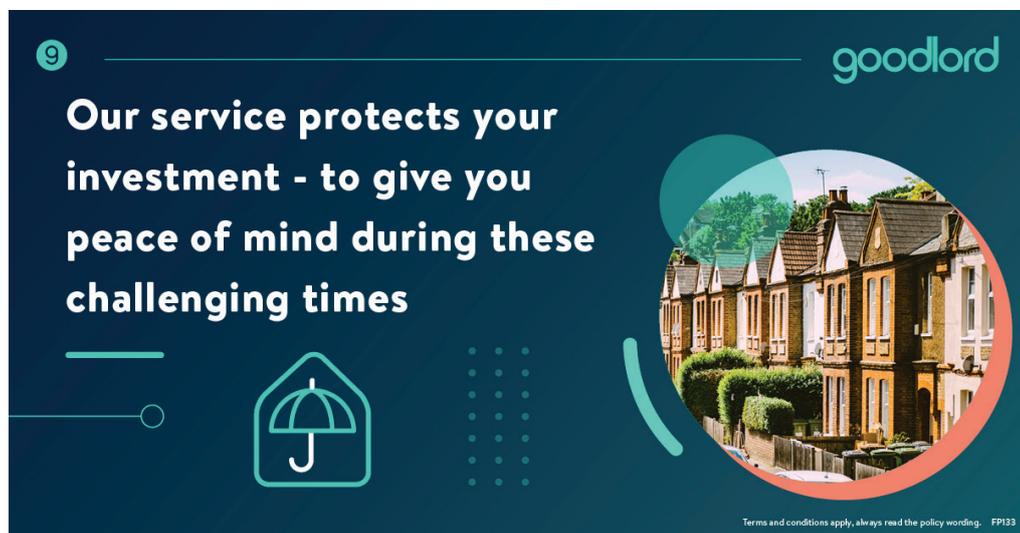
Signed:

Date:

Print Name:

Additional Services

- Rent Guarantee and Legal Expenses - £20.83+VAT (£25.00 including VAT) monthly – 12 month contract (£300.00 per annum including VAT)
- Gas Safety Check - £75+VAT (£90.00 including VAT)
- Gas Safety Check and Service - £91.67+VAT (£110.00 including VAT)
- Inventory and Schedule of Condition (Let Only)- £125.00+VAT (£150.00 including VAT)
- Check Out (Let Only) - £50.00+VAT (£60.00 including VAT)
- Energy Performance Certificate - £75+VAT (£90.00 including VAT)
- Electrical Installation Condition Report - £166.67+VAT (£200.00 including VAT) (Approximate)

A promotional graphic for Goodlord's Rent Protection Service. It features a dark teal background with the Goodlord logo in the top right. The main text reads: 'Our service protects your investment - to give you peace of mind during these challenging times'. Below the text is a white icon of a house with an umbrella inside, symbolizing protection. To the right is a circular image of a row of brick houses. At the bottom right, there is a small line of text: 'Terms and conditions apply, always read the policy wording. FP133'.

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Our service protects your investment - to give you peace of mind during these challenging times

Terms and conditions apply, always read the policy wording. FP133

Our Rent Protection Service offers nil excess, with rent arrears paid until vacant possession - and legal expenses up to £100,000 covered too for as little as just **£25.00** per month!

Want to find out more?

Get in touch.

LANDLORD BUILDINGS & CONTENTS INSURANCE

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Did you know that residential landlords in the UK jointly spend on average £4.7 billion per year on maintaining their properties?*

That's a big investment - so why not protect it with Landlord Building and Contents Insurance?

Thirteen percent of UK landlords don't have landlords' insurance and this group is collectively paying out up to £600 million of expenses which could have been protected by the right insurance policy.*

At Goodlord, we want to help you cover the costs of damages to the structure of your property and its fixed fittings with our five-star Defaqto rated Landlord Buildings Insurance. You can also choose additional cover for damages to the furnishings you've purchased to fill your rental home.

WHAT ARE THE BENEFITS? **

- ✓ **Buildings cover for damages up to £1,000,000**, including from fire, earthquake and malicious damage; storm or flood; escape of water or oil; theft or attempted theft; and subsidence, heave or landslip
- ✓ **Cover for loss** of any rents receivable or payable including two years ground rent and the necessary cost of alternative accommodation for your tenant, should the property be made uninhabitable by an insured event
- ✓ Property owner's liability cover **up to £2,000,000**
- ✓ **Full accidental damage**
- ✓ **Optional contents cover for damage to domestic furniture and furnishings**, including specific causes as stated for buildings cover above, plus malicious damage or vandalism, including damage caused by the tenant to your contents
- ✓ **Optional cover for loss or damage to your contents in the gardens of your insured property**, up to £500

*Statistics published in UK Landlord Report 2019, LV.com

**Full details in policy certificate, terms and conditions apply.

● DOES THIS POLICY COVER LOSS OF RENT?

This policy covers alternative accommodation for your tenants and rent, if the property's made uninhabitable by an insured event, as standard. However, you could also choose to take out Rent Protection Insurance, such as Goodlord's policy which pays out for up to 12 months' rent, to receive comprehensive cover against rent arrears as well.

● CAN I CHOOSE A STANDALONE CONTENTS INSURANCE POLICY?

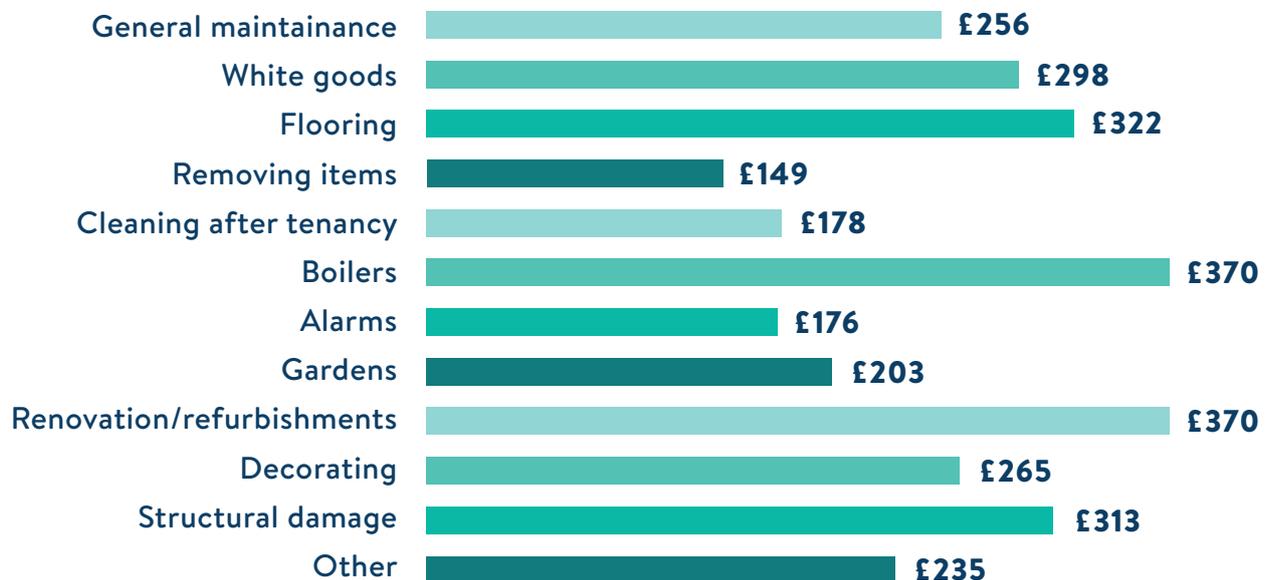
No. The policy we offer includes combined buildings and contents cover or you can instead choose to take out standalone buildings insurance.

● WHEN WOULD MY COVER START AND END?

Your cover will last for one year, renewable annually, and the dates of cover will be specified in your policy documents.

Average cost per landlord in 2019

Source: UK Landlord Report 2019, LV.com



DO YOU HAVE MORE QUESTIONS OR WOULD LIKE TO HEAR MORE ABOUT THE POLICY?

You can speak to your agent or contact Goodlord directly to learn more



Terms and Conditions

Transfer of Rents

Our aim is to automatically transfer any rents received to your bank within three working days. We must, of course, have cleared funds in our account and the landlord must be entitled to the rent in accordance with the rent due date specified in the Tenancy Agreement.

Rent Guarantee and Legal Protection

Black and Golds Letting Agents Limited offer a comprehensive insurance cover in association with Insurance companies selected from time to time by Black and Golds Letting Agents Limited, the cost of which will be deducted at source and details of the cover can be provided on request.

Tenant's Infringements

If you have selected our Full Management Service and the tenant falls behind with the rent we will automatically adopt our arrears procedure and if we become aware of any other breaches of the Tenancy Agreement you will be informed accordingly. If it becomes necessary to take legal action you will be responsible for instructing your solicitor and for all fees arising. If we are required to attend court on your behalf there will be a charge of £150.00 per day or part thereof plus VAT (£180.00 including VAT) at the prevailing rate.

Inventory and Schedule of Condition

This document is professionally prepared. An experienced Inventory Clerk will attend to prepare detailed reports together with photos and meter readings if applicable.

This does not include lofts. It is extremely important that you prepare the property in readiness for the inventory. In the event that one of our Inventory Specialists attends your property in order to prepare the inventory and it is not ready for the inventory to be completed an aborted charge will be made of £125.00 plus VAT (£150.00 including VAT). We will not accept any responsibility should landlords prefer to carry out their own inventory formalities.

This service is strongly recommended also to Landlords who opt for the Tenant Find Only Service at the charge stated overleaf.

Repairs – Full Management

We will investigate any faults reported at a property and obtain contractors quotes for repair. In the case of emergencies, we will make contact with you and upon your agreement we will instruct contractors to proceed. We will pay contractors direct and monies will be taken from rent which is paid. In the event that repairs exceed the rent due we will ask for immediate payment in advance of works been carried out.

Property Visits – Full Management

We will conduct three visit per annum minimum to monitor the performance of the tenant in respect of their contractual obligations. Please note these visits should not be relied upon to pick up any structural defects and do not include lofts. In the event of a global pandemic or a lockdown property visits will be conducted by video and we cannot guarantee three visits per annum in this case.

End of Tenancy

Where we manage the property, our experienced staff will assist in settling any damages. However, The Dispute Service will require both yours and the Tenant's express consent before we can disburse the deposit monies should the matter go to dispute. If you are returning to the property, we will help to arrange for the utilities to be transferred back into your name.

Withdrawing from a tenancy

If you withdraw from a tenancy prior to the tenant moving in when we have provided satisfactory referencing and it is your requirement to do so we will charge a withdrawal fee of £150.00+VAT (£180.00 including VAT) to cover any costs we have already incurred. You have the right to cancel within 14 days but these costs are still liable.



Deposit Protection Service

If we are instructed by you to hold the Deposit, we shall transfer the full amount of the deposit to the Deposit Protection Scheme for the duration of the tenancy. If you decide to hold the Deposit yourself, you will need to lodge the deposit in a Government Approved Scheme within 14 days of the date of the Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against you in the county court. The court will make an order stating that you must pay the Deposit back to the tenant or lodge it with a custodial scheme. In addition, a further order will be made requiring you to pay compensation to the tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your tenant until compliance with the above conditions and the court will not grant you a possession order. We, as your agent, have no liability for any loss suffered if you fail to comply.

At the end of the Tenancy

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the landlord or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the landlord and the tenant. Payment of the Deposit will be made within 15 working days of written consent from both parties. If, after 15 working days following notification of a dispute to us, and reasonable attempt has been made in that time to resolve any difference of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will (subject to the paragraph below) be submitted to the Independent Cast Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication. When the amount in dispute is over £5,000 the landlord and the tenant will agree by signing the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service from time to time, shared equally between the landlord and the tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator. It is not compulsory for the parties to refer the dispute to the ICE for adjudication. We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Incorrect Information

The landlord warrants that all the information they have provided to us is correct to the best of their knowledge and belief and in the event that it proves to be incorrect which causes Black and Golds Letting Agents Limited to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse, compensate and indemnify Black and Golds Letting Agents Limited for all losses suffered. The statutory rights of either Landlord/Tenant to take legal action against the other remains unaffected.

Requirements and Formalities

A) Consent to Let

If you have a mortgage you must obtain a letter of consent from your mortgage lender. If your interest in the property is leasehold your lease may require you to obtain written consent from your landlord prior to sub-letting.

B) To Let Boards

At our discretion we will erect a 'To Let/Let' board unless otherwise instructed.

C) Insurance

It is essential that you notify your insurance company of your intention to let so they may advise you of any additional cover that may be necessary. Black and Golds Letting Agents Ltd can help to arrange quotations for the appropriate insurance cover.

D) Furniture & Furnishings Safety Regulations

Landlords need to comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1993 which sets levels of fire resistance for domestic upholstered furniture and furnishings. Any furniture within any part of the property must comply. It is an offence to breach these regulations and we suggest you obtain a comprehensive guide, including details of label indicating compliance, from your local Trading Standards Office.



E) Gas Safety Regulations

The Gas Safety (Installation and Use) Regulations 1998 apply to all domestic properties and compel landlords to have all gas equipment safety-checked annually by qualified persons, to keep records of work carried out on the appliances, and to obtain a Gas Safety Report (GSR). The GSR must be available for a tenant at the commencement of a tenancy. Black and Golds Letting Agents Limited reserves the right to obtain a GSR for any property prior to the commencement of a tenancy, or on renewal, at the landlord's expense, where a GSR is not supplied by the landlord in time. By signing this document you are accepting full responsibility for ensuring that your property and contents comply fully with these regulations.

A Carbon Monoxide alarm is a legal requirement in any property with a solid fuel burning appliance, but, we also recommend it in all properties that have a gas supply.

F) House in Multiple Occupation (HMO's) and Housing Health & Safety Rating Scheme (HHSRS)

The above legislation, which came into force on 6th April 2006, will classify a property as a HMO requiring mandatory licensing where it is part of a building that is occupied by 5 or more people who form 2 or more households sharing basic amenities. The legislation is complex and individual authorities have the power to set prescribed licensing in addition to the mandatory licensing as set out in the above Act. The penalties associated with not having applied for a license could attract a fine of up to £20,000. Therefore, if you believe the legislation applies, it is essential you contact your local authority to register the property. By signing overleaf you are accepting full responsibility for ensuring your property fully complies with the licensing regulations.

G) Executing the Tenancy Agreement

Black and Golds Letting Agents Limited will sign the Tenancy Agreement on your behalf. By entering into this Agreement you give us irrevocable authority to sign a Tenancy Agreement on your behalf when an application is received. It is important that we are given clear written instructions regarding the length of time the property will be available for Letting and that we have a contact address, telephone number and email address in order that we can inform you that an application for a Tenancy has been received and is being processed. Any subsequent change of address or bank details must be confirmed in writing.

Extensions to the Agreement and any addendums will be charged to the landlord.

H) Repairs

In the majority of cases we are happy to use the landlord's own contractors. However, we reserve the right to instruct our own contractors in the case of an emergency or if the landlord's contractor is unable to undertake the work necessary within a reasonable length of time. Landlords agree to be liable for all Contractor's invoices where instructed in accordance with these Terms of Business. Should Black and Golds Letting Agents Limited notify the landlord that they should be required to carry out repairs or refurbishments and a dispute arises, Black and Golds Letting Agents Limited, the landlord and the chosen contractor(s) will be bound by the Adjudication Rules of the Housing Grants, Construction & Regeneration Act 1996 unless a JCT Minor Works contract is implemented.

I) Deposits

In accordance with the Housing Act 2004 and the Dispute Services we hold the tenant's deposit as 'stakeholders' and it will not be released until both parties have agreed, in writing, how it should be appointed. No interest will be paid to either party.

J) Finance Act 1995

The Self Assessment system applies to all tax payers whether a UK or Overseas Resident. Landlords residing overseas may apply to the Inland Revenue for an approval number which authorises Black and Golds Letting Agents Limited to pay rent without the deduction of tax. However, where no approval number is available we are legally bound to deduct tax at the basic rate. If a tenant pays rent directly to a landlord who is resident overseas, the tenant becomes responsible and can withhold the tax.



K) Water Act 2003

The Water Act allows tenants renting a property for longer than six months to apply for a water meter without permission from a landlord.

L) Keys

It is your responsibility to ensure that we have at least 3 sets of keys to enable us to successfully let your property. In the event that an application is received and the Tenants are intending to move in and 3 sets of keys are not available then we have your authority to get the keys cut and deduct all costs and expenses relating thereto from any monies held by us.

M) Empty Properties

Our Fully Managed Service does not include the supervision of empty properties whether it is empty prior to a tenant taking occupation, between tenancies or after a tenant has vacated the property.

N) Invoices for works orders

Black and Golds Letting Agents Limited will charge £10.00 for any contractor instructed for works where an invoice becomes payable.

General

Fees and commission become payable where a tenant is introduced by Black and Golds Letting Agents Limited whether or not the landlord proceeds with Black and Golds Letting Agents Limited as the agent. The fees are confirmed on the appropriate Acceptance form and will be payable by the landlord to Black and Golds Letting Agents Limited. The fee will be the set up fee agreed at the time of this document being signed.

Fee Charges

If a tenancy continues for more than one year Black and Golds Ltd reserves the right to increase the quoted fee by no more than 1%+VAT (1.25% including VAT). Should a landlord wish to change from the Full Management Service at the end of the initial Tenancy Agreement two months notice must always be provided. Each time the Tenant decides to renew the tenancy there will be an administration fee payable by you of £50.00 plus VAT (£60.00 including VAT)

Personal data will be held in compliance with the Data Protection Act 2018 and GDPR. A copy of our Privacy Policy is available on our website at www.blackandgolds.co.uk

Termination of Contract

Two months written notice must be given if for any reason either party, Landlord or Agent, should wish to terminate this contract, after the fixed term tenancy has ended. If you wish to terminate this contract at any point before the fixed term agreement has ended, Black and Golds Letting Agents Limited reserve the right to charge an early exit fee of £500.00+VAT (£600.00 including VAT)

Contact

We will unless notified otherwise in writing be sending all paperwork and information by e-mail.

Rent & Legal Insurance

Our Rent & Legal Insurance products are subject to underwriting and you are not guaranteed cover. We will notify you if cover is accepted. You must comply fully with the terms and conditions of any cover to avoid invalidating a claim. Please note you can pay for a policy monthly but if the full cost of £300.00 including VAT has not been covered we have the right to deduct this from any rent.

Black and Golds Ltd are trading private limited company registered in England whose registered company number is 07930019 and whose registered address is 117 Stratford Road, Shirley, B90 3ND. *All fees are subject to VAT at the prevailing rate.