



## St James Lettings Ltd

### Landlord Terms of Business

July 2021

This agreement is made between the landlord of the property and St James Lettings Ltd, acting as the landlord's agent.

This document clearly lays out the service offered by St James Lettings Ltd, together with the fees, based on a no let, no fee basis.

#### **Managed/Tenant Find/Rent Collection**

St James Lettings provides three levels of service to landlords who wish to let out their property with St James Lettings and include the following:

- 'Market Appraisal' - Advice on an achievable rental income, based on market comparables for the time of year.
- Advertising the property on both our own website and search engines such Right Move, Zoopla and On The Market complete with internal images (where possible) and description.
- After a successful viewing, the prospective tenant(s) will be asked to pay a Holding Deposit which is credited to the tenants first month's rent. The holding deposit will not protect the landlord against any loss of earnings should the tenant fail to take the property or if they are not accepted due to referencing and will be held by the agent to cover administration costs.
- The prospective tenant(s) will be fully referenced, using an independent referencing service and only if they are accepted on every count will they be allowed to progress through to renting the property. Alternatively, a guarantor can be referenced to assess suitability to stand the rent for the full term of the let. In the case of a company-let or self-employment, full details will be required from their accountant.
- An Assured Shorthold Tenancy agreement will be drawn up for the period of six or twelve months, unless otherwise agreed, to be signed by a representative of St James Lettings Ltd in the absence of the landlord.
- Keys and fobs will be handed over, appropriate to the number of tenants, a key receipt will be signed off by the tenant(s).
- At time of move in all rental monies collected by St James Lettings Ltd and will be forwarded onto the landlord by way of bank transfer (BACs), less the appropriate deductions. A detailed rent statement will be provided to document the transaction. Future rent payments will be paid to St James Lettings which will be accounted to you with monthly statements for tax purposes under our management option and rent collection. It will include the first rental statement for our Tenant Finder service however any future rent would be paid by the tenant to the landlord.
- As part of the Managed Service, a representative of St James Lettings will carry out Mid-term inspections.

Landlord initials:



- Under our Managed option we will advise on maintenance issues and make arrangement of property repairs as required. We will obtain quotes and forward to you for approval before works are carried out.
- At appropriate intervals under our managed and rent collection service, St James Lettings will negotiate rental increases with the tenant keeping the property rental value in line with current market values.
- At the end of the tenancy, a property check should be carried out against the original inventory by the landlord. An independent checkout can be arranged by St James Lettings Ltd at an extra cost. Any dilapidations proposed will be subject to the Deposit Protection Scheme (DPS).

St James Lettings advises that a reliable, meticulous documentation of the condition of your property is carried out prior to the tenant entering the property. The state of the property when the tenant leaves is then compared to this, and the landlord has hard proof that the changes occurred during the tenancy. The importance of an inventory “must not be underestimated” and it must be “robust and defensible” in order to hold its own in the eyes of an adjudicator or in court (TDS, November 2011). St James Lettings are happy to undertake an Inventory and Schedule of Condition to be carried out at an extra cost.

As dedicated a service as St James Lettings Ltd provides, no responsibility can be taken for non-payment of rent or other default by the tenants, or any associated legal costs.

## **Energy Performance Certificates (EPC)**

Since 1st October 2008, under the Energy Performance of Buildings Regulations 2007 (amended 2011), all rental properties in England and Wales are required to have an EPC prior to letting. This is a European directive to help reduce the carbon footprint of rental properties, so it is exceptionally important to the environment. These reports and graphs enable tenants to see how the property is assessed against other properties and advises how some simple remedies - such as the use of low energy lighting, loft insulation, cavity wall insulation - can have a huge impact on the environment and also on the tenant's energy bills. EPCs are valid for 10 years.

**Minimum Energy Efficiency Standard (MEES) The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015** - commonly known as the Minimum Energy Efficiency Standards, or MEES - are a set of legal requirements that aim to improve the energy efficiency of private rented properties across the UK. The Minimum Energy Efficiency Standards will apply to all rented properties with a valid EPC, both domestic and non-domestic, in England & Wales with leases of longer than six months and shorter than 99 years. Under MEES, buildings in England or Wales must achieve at least an 'E' rating on their Energy Performance Certificate for them to be leased or rented. These rules will apply to all new tenancies from 1st April 2018. Properties with an EPC rating of less than 'E' must be improved with energy efficiency measures to bring their ratings up to at least an 'E'. After 1st April 2018, buildings that do not meet the minimum standards cannot be re-let until improvements are made. If landlords re-let the property, they will face a penalty fine of up to £5,000. Exemptions can be registered in certain circumstances. However, these expire after five years and do not transfer with a sale of the property to a new owner. From 2020, it is illegal to continue to rent a domestic property with an EPC rating of 'F' or 'G'.



## **Landlord's Obligations & Approval to Let**

Property Ownership Authority to let the property is required from all joint owners, all of whom will be named on the tenancy agreement. Where any party comprises more than one person, the obligations and liabilities of that party under this agreement shall be joint and several. This means that all joint owners are obligated and liable for the tenancy agreement.

In the event that you sell the property to a third party whilst the tenant remains in occupation, you WILL remain liable for our letting fees for the duration of the tenancy, unless, to our satisfaction, you procure the new owner of the property to enter into an agreement with us on similar terms to this, or a mutual release from your obligations to us is negotiated. At this time we will release you in writing from further liability to pay our fees under this agreement.

Under section 3 of the Landlord & Tenant Act 1985, it is your responsibility to write to and inform the tenant of change of ownership, and give the new details for notice to be served within a maximum period of two months from change of ownership, otherwise you will remain liable for your contractual obligations as a landlord for the term of the tenancy.

## **Freeholder Approval and Sub-Letting**

If you are a leaseholder rather than a freeholder (usually flats/maisonettes, where you pay a ground rent or service charge to a third party), it is essential that: the intended let is permitted by your lease the intended let is for a period expiring before the expiry of your lease your landlord's written permission is obtained prior to the subletting you provide us with the relevant schedule to ensure any clauses within your lease are advised to the tenant and included or attached to the tenancy agreement.

All owners of property in the UK are required to pay tax on their letting income unless the income after allowable expenses is less than an individual's personal allowances. However, special rules apply to the UK rental income of non-residential landlords (NRL) or landlords who live abroad (usually for more than a six month period).

## **Non-Resident Landlord scheme (NRL)**

The NRL scheme operates for rental income paid on or after 6th April 1996 and replaces the old rules under the Taxes Management Act 1970. We will deduct tax from your rental income (currently at a rate of 20%) unless written notification to the contrary is received from HM Revenue and Customs (HMRC) in the form of an approval certificate. An approval certificate will allow you to receive all rental income due without deductions to cover tax liabilities, and you can apply for this by completing an NRL1 form, which is available from HMRC. You can apply for approval if: • your UK tax affairs are up-to-date • you have never had any UK tax obligation • you do not expect to be liable to UK tax Our Non-Resident Landlord Scheme number is NA 000189. If you do not have an approval certificate at the outset of the tenancy, we or your tenant (depending on who the tenant pays the rent to) will be required to withhold and pay the tax due on your behalf. This tax deduction will continue if approval has not been received within 30 days of each quarter. Whilst your eventual liability for tax may be less than the amount forwarded to HMRC, we will not be liable for refunds, and you will need to liaise with HMRC directly. All tax deducted and held pending quarterly assessment will not earn interest on your behalf. Quarters end on 30th June, 30th September, 31st December and 31st March. Contact Details: Centre for Non-Residents, Fitzroy House, PO Box 46, Nottingham, NG2 1BD Tel: 0151 472 6208/9 or [www.hmrc.gov.uk/cnr](http://www.hmrc.gov.uk/cnr). Should you at present reside within the UK but subsequently move abroad,



please let us know the name of your accountants or tax advisors at that time. In the event that you are not accepted for the Non-Resident Landlord Scheme, we shall make an administration charge (as per our schedule of charges) per quarter for forwarding monies to HMRC.

## **Mortgage Approval**

Where the property to be let is subject to a mortgage, permission is required from the mortgagee to let or sublet the property. We require a copy of the lender's permission for our records. Please note that applying for permission after a tenant has been found could prejudice the tenancy.

If there are any additional clauses that the lender requires to be incorporated into the tenancy agreement, then you agree to inform us of these prior to the tenancy agreement being drawn up or you may incur an additional administration charge for amendments to be made. In particular, make sure you are allowed to accept non-housing act tenancies or housing benefit tenants (these are different to "council tenants"), or agreements for longer than 6 months, as some Mortgagees do not allow these.

## **Legionella: Your Responsibility as a Landlord**

The legal duty for landlords who provide residential accommodation to consider, assess and control the risks of exposure to Legionella to their tenants is not new. This requirement stems from the Control of Substances Hazardous to Health Regulations 1989, section 3(2) of the Health and Safety at Work Act 1974, and makes provision for the legislation to apply to landlords of both business and domestic premises. All water systems require an assessment of the risk, which they can carry out themselves if they are competent or employ somebody who is.

In most residential settings, a simple assessment may show the risks are low and no further action may be necessary. An example of a typical lower risk situation may be found in a small building (for example a housing unit) with small domestic-type water systems, where daily water usage is inevitable and sufficient to turn over the entire system; where cold water is directly from a wholesome mains supply (no stored water tanks); where hot water is fed from instantaneous heaters or low volume water heaters (supplying outlets at 50c); and where the only outlets are toilets and wash hand basins.

If the assessment shows the risks are low and are being properly managed, no further action is needed, but it is important to document your findings and ensure a copy of your assessment is provided to your tenant and/or managing agent. You must review the assessment regularly in case anything changes in the system.

Tenants should be advised of any control measures put in place which should be maintained. For example, not to adjust the temperature setting of the calorifier; to regularly clean shower heads; and to inform you if the hot water is not heating properly or there are any other problems with the system so appropriate action can be taken.

If there are difficulties gaining access to occupied housing units, appropriate checks can be made by carrying out inspections of the water system, for example, when undertaking mandatory visits such as gas safety checks or routine maintenance visits. We recommend that the risk assessment is reviewed every two years, and in any event, should be renewed at every change of tenant.

## **The Smoke and Carbon Monoxide Alarm (England) Regulations 2015**

All private rented sector landlords from 1st October 2015 must have: at least one smoke alarm installed on every storey of the rental property, which is used as living accommodation • a carbon



monoxide (CO) detector in any room used as living accommodation, where solid fuel is in use. Landlords MUST make sure the alarms are in working order on the first day of each new tenancy. As your agent, we would ask you to arrange for a CO detector to be installed at your property, if you have a solid fuel or gas appliance. CO is a silent killer, and it is vital you take all precautions to prevent your tenant from being seriously injured or worse. The most reliable way of checking CO levels in your house is to install an audible CO alarm. However, you should never rely on them entirely, as they are a warning system, and not a replacement for regularly servicing appliances. Penalties for non-compliance are: civil penalty of up to £5,000 fine.

## **Safety Regulations**

The Gas Safety (Installation and Use) Regulations 1998 Gas safety is exceptionally important and you need to ensure all gas appliances, such as boilers, hobs and ovens are fully maintained and inspected annually for their safety and suitability.

By law, a Landlord's Gas Safety Report MUST be carried out annually by a Gas Safe Engineer. A copy of this report MUST be given to EVERY INDIVIDUAL TENANT within 28 days of it being carried out, and you must keep proof of receipt by the tenant. Records MUST be kept for a minimum of two years and, where possible, a copy should be put up in the property for all to see. Please note: as part of our managed service, if you choose to instruct your own Gas Safety Report with your preferred Gas Safe Engineer and a valid report is not received 48 hours prior to the expiry of the existing Gas Safety Report, as agent of necessity we will arrange to carry this out and deduct the cost from the next rental income. Penalties for non-compliance are: six months' imprisonment and/or £5,000 fine.

## **The Electrical Equipment (Safety) Regulations 1994**

It is a legal requirement to have an electrical safety inspection performed at intervals of no more than five years. This check must be performed by a competent person. The Consumer Protection Act 1987 clearly states that any rented property MUST BE SAFE FOR THE PURPOSE. Unless you can categorically confirm that ALL electrical appliances and equipment in your property are safe (which means it must be checked by a competent person), then you will remain criminally negligent if anything happens to your tenant because of faulty electrical equipment.

## **Landlord Insurance Obligations**

The property and its contents should be comprehensively insured to include third-party liability and occupier risks and public liability, as well as cover furnished lets if applicable.

It is the tenant's responsibility to arrange insurance for their own personal belongings. Just because you let your property unfurnished doesn't mean it's empty, and as a landlord you could be exposed to more risks than you realise. Standard landlord's contents insurance for unfurnished properties should cover: • your carpets, curtains, blinds, light fittings and kitchen appliances and goods; • protection for you and your tenants with property owner's liability, so if your tenant injures themselves in your property and you are found to be negligent, you could save yourself a hefty bill for damages • loss of rent or re-letting costs if something serious happens and your tenant needs to move out • replacing locks if the keys have been stolen • Public Liability Insurance, which covers you for claims by anyone coming into contact with the property. This may be the tenant, visitors, contractors, officials or even trespasser. For example, if a tenant tripped on a loose carpet, fell down the stairs, broke their leg and was unable to work, they could make a claim against you for damages. This could be a substantial sum, but with public liability insurance cover you will not have to worry.



Please note: it is essential for property owners to advise their insurance company of changes in circumstances, which includes when the property is being rented out. Failure to inform will likely mean that the insurance is void.

## **Complaints Procedure**

As a firm accredited by Safe Agent and the Property Ombudsman, St James Lettings aims to provide the highest standards of service to all landlords and tenants, and to ensure your interests are safeguarded.

If you believe you have a grievance, please write in the first instance to the Lettings Manager of the branch you deal with: Haywards Heath – 41 Wivelsfield Road, Haywards Heath, West Sussex, RH16 4EN OR 152 High Street, Lewes, BN7 1XU.

The grievance will be acknowledged within three working days and investigated thoroughly in accordance with established “in house” procedures. A formal written outcome of the complaint will be sent to you within 14 working days. If we require longer than this timescale we will advise you in writing and confirm our revised response date. If you remain dissatisfied with the result of the internal investigation, please contact our Commercial Director, Adrian Bradley, Haywards Heath – 41 Wivelsfield Road, Haywards Heath or [info@stjameslettings.co.uk](mailto:info@stjameslettings.co.uk), who will review the complaint.

Following the conclusion of our in-house review, we will write to you with a final written statement within a further 14 working days. If you are dissatisfied with the conclusion of the in-house review of the complaint, you can refer the matter to: The Property Ombudsman Milford House 43-55 Milford Street Salisbury Wiltshire SP1 2BP as an individual consumer (they can also be contacted on 01722 333306 or at [www.tpos.co.uk](http://www.tpos.co.uk)); or Safe Agent. Cheltenham Office Park, Hatherley Ln, Cheltenham GL51 6SH. These referrals should be made within 12 months of the date of our final written statement.

## **General Authority**

By signing this document, the landlord confirms that he/she is the sole or joint owner of the property and that he has the right to rent out the property under the terms of the mortgage or head lease. Where necessary, the landlord confirms they have the mortgagee’s permission to let out the property.

## **Indemnity**

The landlord agrees to indemnify St James Lettings Ltd against any costs, expenses or a liability incurred or imposed on the Agent, provided that they were incurred on behalf of the landlord in pursuit of the Agent’s designated duties. To ensure that St James Lettings are able to carry out their duties, the landlord agrees to respond promptly upon receiving correspondence or reasonable requests.

## **Changes to this privacy policy**

35. St James Lettings Ltd reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations.

## **Termination**

At the earliest opportunity, the landlord shall provide St James Lettings Ltd with any requirements for the return and repossession of the property. The landlord should be aware however that the tenancy agreement entered into on the landlord's behalf is a legally binding document for the term agreed. As such, details of any Tenancy Agreement will be communicated onto the landlord as soon as possible to guard against problems. The landlord should also be aware that the legal minimum notice period to tenants under Assured Shorthold Tenancies is two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

## **Instructions**

It is agreed that any instructions to the Agent from the landlord regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed to the Agent in writing.

You will be required to provide proof of membership of deposit protection scheme (if required), proof of ownership, permission to let from mortgage provider and photographic ID (copy of drivers licence or passport).

## **Acceptance and Variation**

The terms and conditions of this Agreement may be varied by the Agent at any time or times, but only by prior written notification.

Contact details are as follows:

St James Lettings Ltd  
41 Wivelsfield Road  
Haywards Heath  
West Sussex  
RH16 4EN  
Email: [info@stjameslettings.co.uk](mailto:info@stjameslettings.co.uk)

The agreement referred to in this section is the Landlord Terms of Business and does not refer to the Assured Shorthold Tenancy Agreement.



## INSTRUCTION FORM

I/we confirm that we are the sole/joint owners of the Property known as:

Address of Property:.....  
..... Postcode: .....

Name(s) of all Landlords:.....

Landlord(s) Home Address:.....  
..... Postcode: .....

Home Phone Number: ..... Mobile Number: .....

Email: .....

Landlord Bank: .....

Bank Address: .....

Sort Code: .....-.....-..... Account Number: ..... Account Name:.....

### LETTING SERVICE

|   |              | <b>ex VAT</b>                                       | <b>inc VAT</b>   |
|---|--------------|---|------------------|
| <input type="checkbox"/> <b>Tenant Find Service</b>     | Set up fee:  | 2.5 weeks of first month's rent<br>(min £495 + VAT) | 3 weeks          |
| <input type="checkbox"/> <b>Rent Collection Service</b> | Set up fee:  | 2.5 weeks of first month's rent<br>(min £495 + VAT) | 3 weeks          |
|   | Monthly fee: | 5% monthly rent                                     | 6% monthly rent  |
| <input type="checkbox"/> <b>Fully Managed Service</b>   | Set up fee:  | £395  | £474             |
|   | Monthly fee: | 10% monthly rent                                    | 12% monthly rent |

### FURTHER SERVICES

|  | <b>ex VAT</b>                                    | <b>inc VAT</b>            |
|--|--|---------------------------|
| <input type="checkbox"/> Inventory & Schedule of Condition               | 10% of first month's rent                        | 12% of first month's rent |
| <input type="checkbox"/> Check in - to include setting up of utilities   | £36  | £45                       |
| <input type="checkbox"/> Register tenant deposit with DPS                | £25  | £30                       |
| <input type="checkbox"/> Check out – to include termination of utilities | £75  | £90                       |
| <input type="checkbox"/> Renewal Tenancy Agreement                       | £80  | £96                       |
| <input type="checkbox"/> Energy Performance Certificate                  | £75  | £90                       |
| <input type="checkbox"/> Gas Safety Certificate                          | £63.33   | £76                       |
| <input type="checkbox"/> Electrical Installation Condition Report        | £200 - £250<br>(depending on number of circuits) | £240 - £300               |

*Please note by signing this document you are entering into a legally binding document and understand that the fees for letting, and management are payable not only for the initial period of the tenancy, but also for the whole length of time that the tenant introduced by us, or the occupant (as defined) remains in occupation of the property. The landlord has the right to cancel this agreement within 14 days in relevant circumstances according to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please note that all charges incurred during this period including, but not limited to, Gas Safety Certificates, EPCs and inventory charges will still be chargeable to the landlord. Should a suitable tenant be found during the 14-day period the Landlord can cancel the agreement, but a £300 incl VAT fee will be chargeable to the Landlord to compensate the Agent against costs incurred.*

Signed..... Date:.....

Signed..... Date:.....

**Landlord gives full authority for agent, St James Lettings Ltd to sign Tenancy Agreement on their behalf:**

Signed..... Date:.....

Landlord initials:





| Property Description                     |                          |     |                          |    |                          |   |                          |   |                          |   |                          |   |
|--|--------------------------|-----|--------------------------|----|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|
| Number of bedrooms                       | <input type="checkbox"/> | 1   | <input type="checkbox"/> | 2  | <input type="checkbox"/> | 3 | <input type="checkbox"/> | 4 | <input type="checkbox"/> | 5 | <input type="checkbox"/> | 6 |
| Number of bathrooms (including en-suite) | <input type="checkbox"/> | 1   | <input type="checkbox"/> | 2  | <input type="checkbox"/> | 3 |                          |   |                          |   |                          |   |
| Number of reception rooms                | <input type="checkbox"/> | 1   | <input type="checkbox"/> | 2  | <input type="checkbox"/> | 3 | <input type="checkbox"/> | 4 | <input type="checkbox"/> | 5 | <input type="checkbox"/> | 6 |
| Unfurnished                              | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |                          |   |                          |   |                          |   |                          |   |
| Part furnished                           | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |                          |   |                          |   |                          |   |                          |   |
| Furnished                                | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |                          |   |                          |   |                          |   |                          |   |
| Garden (private)                         | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |                          |   |                          |   |                          |   |                          |   |

| White Goods in Property |                          |                          |                 |                          |                          |                    |                          |                          |
|-------------------------|--------------------------|--------------------------|-----------------|--------------------------|--------------------------|--------------------|--------------------------|--------------------------|
| APPLIANCE               | Yes                      | No                       | APPLIANCE       | Yes                      | No                       | APPLIANCE          | Yes                      | No                       |
| Fridge                  | <input type="checkbox"/> | <input type="checkbox"/> | Washing Machine | <input type="checkbox"/> | <input type="checkbox"/> | Dishwasher         | <input type="checkbox"/> | <input type="checkbox"/> |
| Fridge Freezer          | <input type="checkbox"/> | <input type="checkbox"/> | Tumble Drier    | <input type="checkbox"/> | <input type="checkbox"/> | Waste Disposal     | <input type="checkbox"/> | <input type="checkbox"/> |
| Freezer                 | <input type="checkbox"/> | <input type="checkbox"/> | Washer/Drier    | <input type="checkbox"/> | <input type="checkbox"/> | Iron/ironing board | <input type="checkbox"/> | <input type="checkbox"/> |

| Telephone / Cable details                  |                          |     |                          |    |
|--|--------------------------|-----|--------------------------|----|
| Is there a Telephone Line at the property? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| If so, what is the telephone number?       |                          |     |                          |    |
| Is there cable?                            | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Is Sky available?                          | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Is there an aerial at the property?        | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

| Council Tax / Utility details            |  |
|--|--|
| Local Council and Tax Banding            |  |
| Electricity Supplier (if known)          |  |
| Gas Supplier (if known)                  |  |
| Oil Supplier (if known)                  |  |
| Water Authority (if known)               |  |
| Is the property on mains drainage?       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If not please specify other arrangements |  |

| Property management  |  |
|--|--|
| Who is managing the property?  | <input type="checkbox"/> St James Lettings Ltd.<br><input type="checkbox"/> Landlord<br><input type="checkbox"/> Other |
| Contact details (name and address)   |  |
| Telephone number   |  |
| <i>For Landlords living abroad only:</i> Please confirm that someone in the UK is managing the property and supply contact details |  |



## Privacy Policy

This privacy policy applies between you, and St James Lettings Ltd. St James Lettings Ltd takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website or the services which we offer. Please read this privacy policy carefully. By using our website or our services you are consenting to our privacy policy and are agreeing to us using your data to contact you by phone, mobile and email, with relevant property updates and new property instructions.

### Definitions and interpretation

1. In this privacy policy, the following definitions are used:

Data: collectively all information that you submit to St James Lettings Ltd via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Act 1998;

Cookies: a small text file placed on your computer by this Website when you visit certain parts of the Website: and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below (Cookies);

St James Lettings Ltd, or us: St James Lettings Ltd, a company incorporated in England and Wales with registered number 06084247 whose registered office is at Chantry Lodge, Pyecombe Street, Pyecombe, West Sussex, BN45 7EE; Our principal place of business is at St James Lettings, 41 Wivelsfield Road, Haywards Heath, West Sussex, RH16 4EN.

UK and EU Cookie Law the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;

User or you: any third party that accesses the Website and is not either (i) employed by St James Lettings Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to St James Lettings Ltd and accessing the Website in connection with the provision of such services; and

Website: the website that you are currently using, [www.stjameslettings.co.uk](http://www.stjameslettings.co.uk), and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. In this privacy policy, unless the context requires a different interpretation:

a. the singular includes the plural and vice versa;

b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;

c. a reference to a person includes firms, companies, government entities, trusts and partnerships;

d. "including" is understood to mean "including without limitation";

e. reference to any statutory provision includes any modification or amendment of it;

f. the headings and sub-headings do not form part of this privacy policy.

### Scope of this privacy policy

3. This privacy policy applies only to the actions of St James Lettings Ltd and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

Data collected

4. We may collect the following Data, which includes personal Data, from you:

a. Name;

b. Date of Birth;

c. Gender;



- d. Job Title;
- e. Profession;
- f. Contact Information such as email addresses and telephone numbers;
- g. Demographic information such as post code, preferences and interests;
- h. Financial information such as credit / debit card numbers;
- i. IP address (automatically collected);
- j. Web browser type and version (automatically collected);
- k. Operating system (automatically collected);
- l. A list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected);
- m. in each case, in accordance with this privacy policy.

## **Our use of Data**

5. For purposes of the Data Protection Act 1998, St James Lettings Ltd is the “data controller”.

6. Where we process personal data in connection with performing a contract, we keep the data for 7 years from our last interaction with us.

Where we process registration details regarding new properties being listed we do this for as long as you are active on our database.

Where we process personal data with regards to marketing, we will process the data until you advise us otherwise. If you wish for communications to be stopped between ourselves regarding any services which we offer please email [info@stjameslettings.co.uk](mailto:info@stjameslettings.co.uk). We will process the data until you advise us to stop. If you do advise us to stop we will do so for a short period afterwards to ensure your request is adhered to.

7. St James Lettings may share your data with the following:

- Veri Check to obtain references for letting a residential property;
- Mortgage brokers for mortgage services and advice;
- Solicitors and conveyancing agents for legal advice relating to your property;
- Any other named party to a signed contract, such as your landlord or tenant;
- Third parties who provide services to the property for maintenance and repairs for example electricians, plumbers, EPC Assessors.
- Surveying companies for the possibility of remortgage or sale of the property;
- Utilities companies and council tax authorities where we are required to do so to adhere to a tenancy agreement;
- Block managers where a let property is a leasehold property;
- Inventory companies who carry out check ins mid term inspections and check outs

8. All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see the clause below (Security).

9. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:

- a. internal record keeping;
  - b. improvement of our products / services;
  - c. transmission by phone, email of promotional materials that may be of interest to you;
  - d. contact for marketing purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Website;
- in each case, in accordance with this privacy policy.



## **Third party websites and services**

10. St James Lettings Ltd may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the Website. The providers of such services have access to certain personal Data provided by Users of this Website.

11. Any Data used by such parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties will be processed within the terms of this privacy policy and in accordance with the Data Protection Act 1998.

## **Links to other websites**

12. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

## **Changes of business ownership and control**

13. St James Lettings Ltd may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of St James Lettings Ltd. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.

14. We may also disclose Data to a prospective purchaser of our business or any part of it.

15. In the above instances, we will take steps with the aim of ensuring your privacy is protected.  
Functionality of the Website

16. To use all features and functions available on the Website, you may be required to submit certain Data.

17. You may restrict your internet browser's use of Cookies. For more information see the clause below (Cookies).

## **Accessing your own Data**

18. You have the right to ask for a copy of any of your personal Data held by St James Lettings Ltd (where such Data is held) on payment of a small fee, which will not exceed £10.

## **Security**

19. Data security is of great importance to St James Lettings Ltd and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via this Website.

20. If password access is required for certain parts of the Website, you are responsible for keeping this password confidential.

21. We endeavour to do our best to protect your personal Data. However, transmission of information over the internet is not entirely secure and is done at your own risk. We cannot ensure the security of your Data transmitted to the Website.

Cookies



22. This Website may place and access certain Cookies on your computer. St James Lettings Ltd uses Cookies to improve your experience of using the Website and to improve our range of products and services. St James Lettings Ltd has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.

23. All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.

24. This Website may place the following Cookies:

25. Type of Cookie Purpose Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

26. You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.

27. You can choose to delete Cookies at any time; however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.

28. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

## **Transfers outside the European Economic Area**

29. Data which we collect from you may be stored and processed in and transferred to countries outside of the European Economic Area (EEA). For example, this could occur if our servers are located in a country outside the EEA or one of our service providers is situated in a country outside the EEA. These countries may not have data protection laws equivalent to those in force in the EEA.

30. If we transfer Data outside the EEA in this way, we will take steps with the aim of ensuring that your privacy rights continue to be protected as outlined in this privacy policy. You expressly agree to such transfers of Data.

### **General**

31. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.

32. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.

33. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

34. This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and



Welsh courts.

## **Changes to this privacy policy**

35. St James Lettings Ltd reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations.

## **Termination**

At the earliest opportunity, the landlord shall provide St James Lettings Ltd with any requirements for the return and repossession of the property. The landlord should be aware however that the tenancy agreement entered into on the landlord's behalf is a legally binding document for the term agreed. As such, details of any Tenancy Agreement will be communicated onto the landlord as soon as possible to guard against problems. The landlord should also be aware that the legal minimum notice period to tenants under Assured Shorthold Tenancies is two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

## **Instructions**

It is agreed that any instructions to the Agent from the landlord regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed to the Agent in writing.

You will be required to provide proof of membership of deposit protection scheme (if required), proof of ownership, permission to let from mortgage provider and photographic ID (copy of drivers license or passport).

## **Acceptance and Variation**

The terms and conditions of this Agreement may be varied by the Agent at any time or times, but only by prior written notification.

Contact details are as follows:

St James Lettings Ltd  
41 Wivelsfield Road  
Haywards Heath  
West Sussex  
RH16 4EN  
Email: [info@stjameslettings.co.uk](mailto:info@stjameslettings.co.uk)

The agreement referred to in this section is the Landlord Terms of Business and does not refer to the Assured Shorthold Tenancy Agreement.