



Terms and Conditions

Albert's Estate Ltd

Introduction

These Terms and Conditions regulate the property management services, rent and sale services facilitated by Albert's Estate Ltd in Barnsley and surrounding areas. By utilising our services, you agree to be bound by these Terms and Conditions. Currently we provide a couple of different letting and property management schemes, with different levels of cost:

- Finding tenant only fee (for any private landlord that is not using a property management service) = ONE MONTH RENT (according to the written agreement signed with the landlord).
- Full Property Management (a minimum 24-month agreement signed with a landlord) =10% FEE*(for the landlords with more than one property, please contact us to negotiate the fee).
- HMO'S Management=15% FEE.
- SALE=1% FEE (payable at the completion of the sale as specified on the written agreement signed with the seller).
- OPTIONAL COSTS: EICR (conducted by an authorised electrician)-per request; EPC (conducted by EPC assessor)-per request; gas safety certificate (conducted by an authorised gas engineer)-per request; smoke alarm/carbon monoxide alarm (supply and fitted)-£35 per piece; any repair/maintenance needed will be subject to negotiation based on a quotation-per request.

For any special offers displayed on our website and official accounts on other social media platforms please contact us for more information. For any inquiries regarding the final price of the fees please contact us 01226 214971.

1. DEFINITIONS The following expressions shall have the following meanings:

1.1 "Agent" means Albert's Estate Ltd of 12 Station Road, Wombwell, S73 0AY.

1.2 "Landlord" means any person who purchases Services from the Agent.

1.3 "Application Form" means a proposal, registration form, quotation or other similar object describing the agency Services.

1.4 "Services" means the agency services as described in Services and Fees.



1.5 “Property” means the property, which belongs to the Landlord and is to be let to the Tenant.

1.6 “Tenant” means the person contracted to rent the Property.

1.7 “Tenancy” means the period for which the Tenant is contracted to rent the Property.

1.8 “Fees” means the agency commission due to the Agent from the Landlord for providing the Services.

1.09 “Terms and Conditions” means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent.

1.10 “Agreement” means the contract between the Agent and the Landlord for the provision of the Services incorporating these Terms and Conditions.

1.11 “Mediator” is the party nominated to resolve a dispute between the Agent and the Landlord.

2. General Terms

2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Agent to the Landlord and shall supersede any other documentation or communication between parties.

2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.

2.3 These Terms and Conditions shall be attached to any Agreement and signed and returned to the Agent by the Landlord.

2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law, or regulation.

3. SERVICES

3.1 The Services are as described in the Services and Fees on the website www.albertsestate.co.uk and in the Agreement.

3.2 Any variation to the Services must be agreed by the Agent in writing via email info@albertsestate.co.uk or 12 Station Road, Wombwell, S73 0AY.

3.3 The Services shall commence and finish on the dates specified on the Agreement unless terminated according to the terms of this Agreement.

3.4 Dates given for the commencement of the Services are estimates only and not guaranteed. Time for commencement shall not be of the essence of the Agreement and the Agent shall not be held liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by any delay in the Services.

4. PRICE AND PAYMENT OF FEES

4.1 The price for Services is as specified in the Services and Fees and is inclusive any other charges as outlined in the Agreement.

4.2 The terms for payment are as specified in the Agreement.

4.3 The Agent shall pay the rental payments for the Property to the Landlord monthly in accordance with the terms set out in the Agreement.



4.4 The Agent shall deduct the Fees and any other expenses incurred by the Agent on behalf of the Landlord prior to making over rental payments as described in 4.3 Condition.

4.5 Where there are sums due to the agent that have not been deducted in terms of condition 4.3 The landlord must settle all payments for Services within 30 days from the invoice date.

4.6 The Landlord will pay interest on all late payments at a rate of 3% per annum above the base lending rate of NatWest Bank.

4.7 The Agent is also entitled to recover all reasonable expenses incurred in obtaining payment from the Landlord where any payment due to the Agent is late.

4.8 The Landlord is not entitled to withhold any monies due to the Agent.

4.9 The Agent is entitled to vary the price to take account of:

4.9.1 Any additional Services requested by the Landlord which were not included in the original Agreement.

4.9.2 Any reasonable increase in hourly, daily, or set rates, if applicable; and any variation must be intimated to the Landlord in writing by the Agent.

5. TENANCY AGREEMENT Unless otherwise instructed by the Landlord, the Agent shall provide a standard tenancy agreement for the Tenancy. Should the Landlord wish to instruct their own solicitor to provide a Tenancy Agreement they shall be liable to meet the expenses incurred in this respect.

6. LANDLORD OBLIGATIONS

6.1 The Landlord agrees to co-operate with the Agent as may be required.

6.2 If appropriate, the Landlord agrees to obtain permission from his/her mortgage company to let the Property and shall provide written proof to the Agent that this permission has been obtained.

6.3 The Landlord agrees to notify his/her insurance company of their intention to let the Property and maintain such cover as is necessary throughout the period of the Agreement.

6.4 The Landlord authorises the Agent to carry out any repairs, maintenance work or incur any other relevant costs as the Agent deems necessary up to the limit of £150.00 each month of the Agreement.

6.5 The Landlord shall notify all relevant authorities and service providers of the Agent's interest prior to the Agreement commencing.

6.6 The Landlord shall not have any utility services disconnected prior to the start of the Tenancy.

6.7 The Landlord shall remain responsible for the security and well-being of the Property during vacant periods.

6.8 The Landlord undertakes to take all necessary steps to ensure compliance with the relevant statutory undertakings.

6.9 The Landlord must provide the Agent with a comprehensive inventory listing the contents and condition of the Property or meet the costs of the Agent preparing such a document. Albert's Estate Ltd costs for providing an inventory are £99.



6.10 If the Landlord is a non-resident landlord, it is their responsibility to provide their NRL reference number and any other relevant paperwork to Albert's Estate Ltd, so that the appropriate action can be taken.

7. AGENT OBLIGATIONS

7.1 The Agent shall supply the Services as specified in the Agreement.

7.2 The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.

7.3 The Agent shall take all reasonable steps to ensure the suitability of Tenants, including obtaining appropriate references and evidence of identification and employment if applicable, but does not accept any responsibility for the ultimate conduct of any Tenant.

7.4 The Agent shall endeavour to collect all rents on their due date but cannot be held liable for nonpayment or late payment of rent and the Landlord is advised to hold adequate insurance policies to cover such situations should they arise.

7.5 The Agent shall notify the Landlord as soon as is reasonably practicable of any breach by the Tenant of any terms of the Tenancy agreement, but the Landlord is responsible for pursuing any remedy against the Tenant including the costs of any legal action.

7.6 The Agent shall serve all appropriate statutory notices in relation to and for the duration of the Tenancy.

7.7 The Agent shall transfer rent to owner/landlord on or around 28th each month unless specific dates are requested and agreed.

7.8 The Agent may be required to provide HMRC the annual income of any of our landlords due to our obligations as an letting's agent.

8. THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008

It is the Landlords responsibility to check the descriptions of the Property in the schedule provided by the Agent, on the website and on other relevant marketing material and notify the Agent of any amendments required. The Landlord shall indemnify the Agent and any other associated parties against any claim made in respect of any miss-description that arises out of the Landlords failure to adhere to this condition.

9. TERMINATION

9.1 Should the Landlord wish to terminate this Agreement for reasons other than those described in Condition 9.3 and Condition 9.5 of these Terms and Conditions the Landlord is required to give the Agent three month's written notice of the termination with any such notice only being acceptable if a minimum of six months has occurred since the start, or re-let, of the existing Tenancy.

9.1.1 If the Landlord or Landlords new agent does not claim the property within 28 days since the end of the notice period, the agent will see this as the notice to be void and management of the property will resume as normal and a new three month written notice of termination will be required.



9.1.2 In the event that the Landlord seeks to cancel the Agreement for Services with immediate effect the Landlord shall be responsible to pay the Agent a cancellation fee equal to £350 per tenancy.

9.2 The Agent is required to give the Landlord one month's written notice to terminate this Agreement.

9.3 The Landlord may terminate the Agreement if the Agent fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of eight weeks after notification of non-compliance is given.

9.4 The Agent may terminate the Agreement if the Landlord has failed to make over any payment due within four weeks of the sum being requested.

9.5 Either party may terminate the Agreement by notice in writing to the other if:

9.5.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

9.5.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

9.5.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

9.5.4 the other party ceases to carry on its business or substantially the whole of its business; or

9.5.5 the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

9.6 In the event of termination the Landlord must make over to the Agent any payment for work done and expenses incurred up to the date of termination.

9.7 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

9.8 Transfer of contract, In the event Albert's Estate Ltd will begin one of the following:

a. Joint venture with a different company,

b. Franchise agreement,

c. Business procurement or sell on to a different party/company,

d. Merging with a different party/company, the owner/landlord will be notified 2 months' prior of any such event/transaction in writing. Should such event/transaction take place the owner/landlord will be governed by standard Albert's Estate Ltd terms and conditions.

10. MEDIATION

10.1 Any dispute arising under this Agreement will be referred to and decided by the Mediator.

10.2 The Mediator will be appointed by application to The Property Ombudsman (TPO), National Association of Estate Agents (NAEA) or Association of Residential Letting Agents (ARLA).



10.3 A party wishing to refer a dispute to the Mediator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Mediator within seven (7) days of this intention being intimated.

10.4 The Mediator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Mediator must reach a decision within twenty-eight (28) days of referral or such longer period as the parties may agree.

10.5 During the period of mediation both parties must continue with their obligations as stated in this Agreement. The Agent six month's written notice of the termination with any such notice only being

10.6 The decision of the Mediator is binding on both parties unless and until revised by legal proceedings or agreement by both parties.

11. WARRANTY Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

12. LIMITATION OF LIABILITY Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Landlord or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Landlord's claim is first notified.

13. INDEMNITY The Landlord shall indemnify the Agent against all claims, costs, and expenses which the Agent may incur and which arise directly or indirectly from the Landlord's breach of any of its obligations under these Terms and Conditions.

14. FORCE MAJEURE Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

15. ASSIGNMENT The Landlord shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

16. THIRD PARTY RIGHTS Nothing in these Terms and Conditions intend to or confer any rights on a third party.

17. SEVERANCE If any term or provision of these Terms and Conditions is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.



18. WAIVER The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

19. NOTICES Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20. ENTIRE AGREEMENT These Terms and Conditions supersede any previous agreements, arrangements, documents, or other undertakings either written or oral.

21. GOVERNING LAW These Terms and Conditions shall be governed by and construed in accordance with the law of England, Estate Agents Act (1979), Consumers, Estate Agents and Redress Act (2007), General Data Protection Regulations (GDPR) and the Data Protection Act (DPA) and the parties hereby submit to the exclusive jurisdiction of the English courts.

22. SPECIAL CLAUSES NONE.

23. FEES & COMMISSIONS

23.1 The fees for full management of a single property will be 10% of the incoming rent.

23.2 The fees for the full management of shared rooms or bedsits will be 15% of the incoming rent.

23.3 It is a legal requirement to have an EPC on your property. If your property does not already have an EPC, Albert's Estate Ltd will arrange one to be conducted on your behalf. The standard charge for an EPC is £80, unless it is agreed that the landlord will be responsible for providing this and in this respect, Albert's Estate Ltd must receive a copy within 7 days of the renewal date.

23.4 A gas certificate supplied by a 'gas safe' registered engineer is also required every 12 months for any gas appliances and Albert's Estate Ltd will arrange this at a minimum cost of £80, unless it is agreed that the landlord will be responsible for providing this annually and in this respect, Albert's Estate Ltd must receive a copy within 7 days of the renewal date.

23.5 Albert's Estate Ltd will instruct a contractor to fit smoke and carbon monoxide detectors that the property is legally required by law to have for it to be let, the cost of this will be £35 per device provided.

23.6 Electrical certificates need to be renewed every time a new tenant moves in or every 5 years as per government legislation, this will be a charge of £250. If the certificate comes back unsatisfactory and remedial works are needed to satisfy the certificate a quote will be sent to you via email for consent, unless it is agreed that the



landlord will be responsible for providing this annually and in this respect, Albert's Estate Ltd must receive a copy within 7 days of the renewal date.

23.6.1 If the property will be provided with any electrical appliances, legally a PAT test is required to be carried out on each appliance in the property, the cost of this will be £85 or more depending on the amount of appliances provided in the property.

23.7 We offer a quarterly/bi-annual/annual inspection and checking that the tenants are keeping your property in good condition which you need to opt-in via email.

Amendments: Albert's Estate Ltd reserves the right to amend these Terms and Conditions at any time, with the latest version always available on our website.

By utilising the services provided by Albert's Estate Ltd, including those performed by directly employed workers, independent contractors, or subcontractors, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. Albert's Estate Ltd is committed to providing high-quality services, with a focus on customer satisfaction, and compliance with the laws of England & Wales.