



**Blue i Properties**  
The Coach House  
30a Ashbourne Road, Derby, DE22 3AD  
Phone 01332-371661  
[admin@blueiproperties.co.uk](mailto:admin@blueiproperties.co.uk)

**Landlord’s Agency Agreement – Mod 27 – March 2021 - with Appendix 1**

This Agreement is made between the Landlord of the Property (as named below) and Orange Door Limited t/a Blue i Properties who agree to act as the Agent for the Landlord and are hereinafter referred to as "Blue i Properties". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged.

**The terms of the Agreement set out in this document together with the attached Terms of Business will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.**

I/we also confirm that I/we understand and agree to the terms of the Agreement (Please fill out in block capitals)

Landlords full name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Home address: \_\_\_\_\_

2<sup>nd</sup> Landlords full name if applicable: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Home address: \_\_\_\_\_

**IMPORTANT NOTICE:** Clients should carefully read and understand the terms of the agreement before signing.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)**

Signed on behalf of Blue i Properties: \_\_\_\_\_ Date: \_\_\_\_\_

**Properties to be let by Blue i Properties**

..... Signed: .....

..... Signed: .....

..... Signed: .....

..... Signed: .....

..... Signed: .....

..... Signed: .....

..... Signed: .....

**Bank details for payment by B.A.C.S.:**

Bank Name..... Branch .....

Account Name ..... Account No. ....

Sort Code: ..... - ..... - .....



## Fully Managed - Scale of Fees

<b>Scale of Fees</b>		<b>Fully Managed</b>
NOTE: Fee levels depend on the size of portfolio, location and condition of properties		
<b>Overall %</b>	<b>Please tick column to indicate Package required</b>	
	Administration Fee/Student Tenant only – paid over 6 months @ £25/month after AST signed	<b>£150</b>
	Letting Fee – individual or family - £250 Repairs Limit – includes VAT	<b>£180</b>
	Letting Fee – Group 2 to 4 with one AST - £250 Repairs Limit – includes VAT	<b>£240</b>
	Letting Fee – Group 5+ with one AST - £250 Repairs Limit – includes VAT	<b>£300</b>
	Management Fee/month – Individual or family **	<b>8% **</b>
	HMO Management Fee/month – Student Group 2 – 4 with one AST contract **	<b>11%**</b>
	HMO Certified Management Fee/month – Student Group 5+ with one AST **	<b>15%**</b>
	Tenancy Renewals (where applicable) – includes VAT	<b>£48</b>
	Setting up Landlord’s Account (where applicable) – includes VAT	<b>FOC</b>
	Property “To Let” board (where applicable) – to install and remove – includes VAT	<b>FOC</b>
**Where fees are stated in % terms they are included at 20% VAT.		
	<b>Headline Services included – please see Appendix 1 for full description of each service carried out</b>	<b>Fully Managed</b>
<b>A</b>	<b>Before and After Property Purchase</b>	
<b>1</b>	Strategic Support and Planning Advice	✓
<b>2</b>	Project Management – 10% of costs	✓
<b>B</b>	<b>Pre-Tenancy</b>	
<b>3</b>	Property floorplans	✓
<b>4</b>	Arranging Photography and 360 Virtual Tours – see estimated charges below *	✓
<b>5</b>	Online Advertising	✓
<b>6</b>	Social Media Boosting	✓
<b>7</b>	Property viewings	✓
<b>8</b>	“Right to Abode” identification	✓
<b>9</b>	Credit Referencing of Tenants and Guarantors - where required	✓
<b>10</b>	Preparing AST and uploading to the Cloud	✓
<b>11</b>	Signing of Assured Shorthold Tenancy (AST) Contract	✓
<b>12</b>	Deposit Registration	✓
<b>13</b>	Arranging Inventory – furnished house costs from £120 (1 bed) to £220 (6 bed). An unfurnished property varies from £70 (1 bedroom) to £130 (6 bedroom).	✓
<b>14</b>	Check In	✓
<b>15</b>	Tenant Pack	✓
<b>C</b>	<b>During the Tenancy</b>	
<b>16</b>	Maintaining Legal requirements – keeping the property and tenancy in collaboration with the Landlord to the required legal standard i.e. HHSRS 2018 (please see full list in Item 3.6 on Page 5)	✓
<b>17</b>	Property maintenance and repairs to include but not exclusive to boiler & plumbing, locks & keys, drains, flooding, electrical problems, intranet coverage, moisture & mould control, rodent & insect removal, décor repair, furniture breakages, appliance repair and purchase, repair of property fabric (roof, guttering, render, plaster, windows, pointing, etc.)	✓
<b>18</b>	Bridging finance provided for purchases and repairs between rents	✓
<b>19</b>	Rent Collection – includes monthly statements and chasing rent.	✓
<b>20</b>	Emergency Cover (after office hours)	✓
<b>21</b>	Quarterly Inspections	✓

**Blue i Properties**

The Coach House  
 30a Ashbourne Road, Derby, DE22 3AD  
 Phone 01332-371661  
[admin@blueiproperties.co.uk](mailto:admin@blueiproperties.co.uk)

22	Serving of Section 21 and Section 8 – court papers, court appearances and tenant removal from property is not included and must be implemented by the landlord and their legal team.	✓
23	Arranging HMO Certification (5+ Tenants) – DCC charge is not included in the Management Fee	✓
24	Arranging EICR Certification	✓
25	Arranging Gas Safe Certification – see estimated charges below	✓
26	Arranging Environmental Performance Certificate (EPC) – see estimated charges below	✓
27	Administration of Fire Emergency Lighting Checks every 2 weeks if HMO Certified	✓
28	Arranging Fire Alarm System and Emergency Lighting Certification Checks – see estimated charges below	✓
29	Arranging Smoke Detectors & Extinguisher Inspection – see estimated charges below	✓
30	Household Mediation	✓
31	Check Out	✓
32	Administering Tenants' Deposits	✓
33	Tenancy renewals – where applicable	✓

**For information only** - Our Professional Indemnity Insurance is to the value of £5,000,000

CONFIDENTIAL



## “Rent Collect” and “Let Only” - Scale of Fees

Scale of Fees		Rent Collect	Let Only
NOTE: Fee levels depend on the size of portfolio, location and condition of properties			
Overall %	Please tick relevant column to indicate the Package required		
	Administration Fee/ Student Tenant only – invoiced to “Let Only” Landlords after AST signed	£25/mth for 6 months	£150
	Letting Fee – individual or family - £250 Repairs Limit – includes VAT **	£240	£432
	Letting Fee – Group 2 to 4 with one AST - £250 Repairs Limit – includes VAT	£288	£480
	Letting Fee – Group 5+ with one AST - £250 Repairs Limit – includes VAT	£360	£540
	Management Fee/month – Individual or family**	7%**	N/A
	HMO Management Fee/month – Student Group 2 – 4 with one AST contract**	7.5%**	N/A
	HMO Certified Management Fee/month – Student Group 5+ with one AST **	9%**	N/A
	Tenancy Renewals (where applicable) – includes VAT – see details below	£84	£84
	Setting up Landlord’s Account (where applicable) – includes VAT	£120	£120
	Property “To Let” board (where applicable) – to install and remove – includes VAT	£24	£24
**Where fees are stated in % terms they are included at 20% VAT.			
	Headline Services included in the different packages – please see Appendix 1 for full description of each service carried out	Rent Collect	Let Only
<b>B</b>	<b>Pre-Tenancy</b>		
5	Online Advertising (Rent Collect & Let Only Landlords to provide Marketing Photos and Floor Plans)	✓	✓
7	Property viewings – Virtual and accompanied	✓	✓
8	“Right to Abode” identification	✓	✓
9	Credit Referencing of Tenants and Guarantors	✓	✓
10	Preparing AST and uploading to the Cloud	✓	✓
11	Signing of Assured Shorthold Tenancy (AST) Contract	✓	✓
12	Deposit Registration (does not include Administration of Tenants’ Deposits, explained under Item 31 of Fully Managed Services)	✓	✓
<b>C</b>	<b>During the Tenancy</b>		
19	Rent Collection - includes monthly statements and chasing rent. The serving of Section 21 and/or Section 8 in not included.	✓	
33	Tenancy renewal	✓	✓

For information only - Our Professional Indemnity Insurance is to the value of £5,000,000

## Property Management Responsibilities

Please tick which responsibility you are accepting. By signing this agreement, you agree to provide Blue i Properties with the relevant certificate before the previous certificate elapses. Please note that if the relevant documents are not provided to an adequate standard or on time, you are accepting full responsibility for all and any legal ramifications involved.

Landlord Instructions for Certification of Properties	Blue i Properties Responsibility	Landlord Responsibility
Landlords Gas Safety Check (Annual) - legal requirement for letting a property - £55		
Energy Performance Certificate (10 Years) - legal requirement before advertising - £75		



Periodic Electrical Inspection Report (5 Years) – cost depends on number of circuits		
Minor Property Repairs - please state a maximum amount noting that the smaller the amount, the more the management percentage fee will increase, due to time communicating and discussing costs.	Amount: min. £250 or .....	
Derby City Council Accreditation (Annual) - £45 – cost not included in the Fully Managed Fee		
HMO Certificate – (5+ tenants)		
Smoke Detectors and Extinguisher Checks (Annual) – cost varies		
Fire Alarm System and Emergency Lighting Checks (every 6 months if HMO Certified) – cost varies		
Fire Emergency Lighting Checks (every 2 weeks if HMO Certified)		

## Terms of Business

### 1. The landlord agrees:

- 1.1. that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that their Mortgage Company and Insurance Company has been informed that the property will be Let Out and permission to let has been granted by the Mortgage Company and the Insurance Company, even if the mortgage is a Buy to Let and the Insurance is a Landlord policy. Copies of the relevant Insurance Policy must be lodged with Blue i Properties
- 1.2. to inform Blue i Properties when they are an overseas resident, due to when letting property and collecting rents for non-UK resident landlords (NRL) Blue i Properties is obliged by the Income and Corporation Taxes Act 1988 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorized in writing by HM Revenue and Customs (HMRC) to receive rent gross. In this situation, Blue i Properties also requests that the Landlord appoints an accountant or reserves the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and Blue i Properties may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities
- 1.3. that only Blue i Properties may let the property
- 1.4. that Blue i Properties may carry out the various usual duties of the package selected, as detailed in Section 5 of the Terms of Business of this Landlord's Agency Agreement
- 1.5. that Blue i Properties may take and hold deposits as considered necessary and comply with the requirements of any applicable tenancy deposit scheme. Blue i Properties may earn and retain any commissions earned on insurance policies issued
- 1.6. to repay Blue i Properties for any reasonable costs, expenses or liabilities incurred or imposed on Blue i Properties provided that they were incurred on behalf of the Landlord in the course of Blue i Properties duties
- 1.7. to respond to any reasonable correspondence or requests from Blue i Properties, to assist Blue i Properties in carrying out their duties effectively. In any matters of redress, the maximum amount that Blue i Properties can be held responsible for is the equivalent of one year's management fee, less incurred costs
- 1.8. to provide the Property in a good, safe and lettable condition and that the Property and, except to the extent sourced by Blue i Properties, the beds, sofas and all other soft furnishings conform to the current fire safety regulations. Please see item 3.3 for more details
- 1.9. to be responsible for the Property being adequately insured and in particular that the insurance policy is appropriate for tenanted property
- 1.10. that any instructions to Blue i Properties from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting will be confirmed to Blue i Properties in writing.
- 1.11. to make Blue i Properties aware of any ongoing maintenance problems
- 1.12. that where Blue i Properties is required to co-ordinate repair and maintenance work on behalf of the Landlord, Blue i Properties will not be held responsible for any negligence, damage, or breach of contract by any contractor employed in this way
- 1.13. the responsibility to pay Council Tax on the property will fall on the tenants. Where the house is unoccupied, or the house property contains multiple tenants on individual contracts, the onus then falls to the landlord to satisfy any requirements for Council Tax. Please note that full-time students are currently exempt from Council Tax
- 1.14. that Blue i Properties may sign the tenancy agreement(s) on behalf of the Landlord
- 1.15. to undertake any reimbursement to Blue i Properties for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking will remain in force during the currency of the tenancy and up to six years thereafter, whether or not Blue i Properties continues to be engaged to let or manage the Property under this Agreement



- 1.16. that Blue i Properties is authorized to make appropriate deductions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy
- 1.17. the landlord agrees that Blue i Properties is authorised to pay the invoices resulting from the End of Tenancy "Check Out" out of the landlord's funds and Blue i Properties will then seek to reimburse these funds from the tenants, which will normally involve deductions from the deposits at the end of the tenancy.
- 2. Blue i Properties agrees:**
- 2.1. that the Tenants are instructed as per the Tenancy Agreement to take meter readings at the start and end of the tenancy term and to inform the service companies (electricity, gas and water) of these readings and the change of occupation. In many cases, the service companies require that the new occupiers formally request and authorize the service and it is not possible for Blue i Properties to do this on the tenant's or Landlord's behalf
- 2.2. that regarding mail, Landlords should take care to inform all parties (eg. Banks, Utility Companies, clubs, societies etc.) of their new address, as it is not always possible to rely on tenants to forward mail
- 2.3. to use all reasonable skill and care in managing the Property, however Blue i Properties will not be responsible for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection provided Blue i Properties has acted in accordance with the terms of this Agreement, or on the Landlord's instructions. An insurance policy is recommended for these potential losses, which can be arranged by Blue i Properties if the Landlord requires it
- 2.4. to undertake all normal vetting procedures for maintenance sub-contractors but is not be liable for any direct or indirect damages incurred, or for poor workmanship by sub-contractors
- 2.5. where the contract includes Regular Property Maintenance and Property Repairs, to manage and administer all maintenance work that needs to be carried out on the property subject to a retained expenditure limit (as agreed within Scale of Fees) on any single item or repair. 'Retained maximum expenditure limit' means that Blue i Properties has authority to spend up to this amount on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord
- 2.6. that for Fully Managed and Rent Collect any delays of payment or other defaults by the Tenants will be acted on by Blue i Properties in the first instance. Where Blue i Properties has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except where Blue i Properties is unable, after taking reasonable efforts, to contact the Landlord. In that event Blue i Properties is authorized to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs
- 2.7. that where necessary to serve the usual legal notices on the tenant(s) in order to terminate the tenancy, or for any other purpose that supports the good management of the Property, where it is included in the package agreed as stated in the Scale of Fees
- 2.8. that for expenditure's in excess of the Expenditure Limit, Blue i Properties will obtain prior authorization from the Landlord except in an emergency or for reasons of contractual or legal necessity and where reasonable efforts have been made to contact the Landlord
- 2.9. Blue i Properties will carry out any annual inspections and services that are legally required for the central heating and any gas appliances, unless otherwise stated in the Scale of Fees, on the Landlord's behalf and expense and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account
- 2.10. that Blue i Properties would normally be responsible for the administration of any insurance claims arising during the period of management where the Property is being Fully Managed and subject to an additional charge for major works as detailed in Scale of Fees
- 2.11. that under the Fully Managed Service, Blue i Properties will normally carry out inspections periodically starting after the first month. Such inspections do not constitute a formal survey of the Property, and it is not the intention to check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the Property. This will normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens.) Where these were felt to be unsatisfactory, a more detailed inspection will generally be made. Under Covid-19 protocols this inspection would probably involve a Virtual Videoing
- 2.12. to carry out a final inspection upon the departure of tenants from the property, and inform the landlord of any improvements which need be made to ensure the property is in a lettable condition for the next tenants.
- 3. Terms of Tenancy:**
- 3.1. **Assured Shorthold Tenancy Agreement** - The preparation of an Assured Shorthold Tenancy Agreement in Blue i Properties' standard form(s) will be carried out for the tenants to sign, a copy of which can be provided to the Landlord if requested. Should the Landlord, advisors or mortgagees require any amendments of the contract, or require Blue i Properties to enter into further work or correspondence, a fee for this extra work may be requested (or you may have





- the tenancy agreement amended by your own adviser at your own expense)
- 3.2. **Deposit Protection Schemes** - Upon signing the tenancy agreement, Blue i Properties will, if considered necessary and where there is no Guarantor take a Dilapidations Deposit from the tenant(s) in addition to any rents due. The purpose of the Dilapidations Deposit is to protect the Landlord against damage to the Property during the tenancy itself and if necessary, at the end of the Tenancy to cover non-payment of rent. This deposit will be kept in a separate and secure Orange Door Limited Tenancy Deposit Account until it is forwarded to a Government-regulated custodial deposit scheme where the deposit is legally required to be placed in one of the three government registered deposit registering schemes within 30 days of receipt. From thence the deposit is ready for refunding (less any charges due) at the end of the tenancy. Those schemes are: The Deposit Protection Service (DPS); Tenancy Deposit Solutions Ltd. (TDSL); or the Tenancy Deposit Scheme (TDS). Blue i Properties will provide to the tenant the prescribed information as required by the Landlord Housing Act 2004
- 3.3. **End of Tenancy Check Out** - Following the departure of tenants, a final inspection of the Property is carried out by Blue i Properties. Please note that testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection and if required then a qualified contractor should be appointed for this purpose by the Landlord and Blue i Properties informed. Any deficiencies or dilapidations will normally be submitted to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values
- 3.4. **Equipment Checks** - Under the Fully Managed service, Blue i Properties will ensure that all relevant equipment is checked and maintained during the tenancy as required, and that appropriate records are kept, copies of which will be available upon request. The Landlord will repay any reasonable costs expenses or penalties that may be suffered or incurred by Blue i Properties as a result of non-compliance of the Property with fire, appliance safety standards, HMO standards (where applicable) and HHSRS standards
- 3.5. **Inventories** - The deposit protection schemes established under the terms of the Housing Act 2004 require all landlords to be protected by a good inventory and condition report from the outset. Blue i Properties will prepare an inventory at the start of the tenancy for the Property based on the charges shown below and the ingoing Tenants will be required to sign the document. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of Blue i Properties, need regular checking. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with Blue i Properties. The standard inventory service does include evidence of condition or damage using photography but does not include a full schedule of condition. Additional items will be prepared at the Landlord's request. The inventory cost for a furnished house varies from £120 (1 bed) to £220 (6 bed). An unfurnished property varies from £70 (1 bedroom) to £130 (6 bedroom)
- 3.6. **Landlords Legal Property Obligations** - The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and the safety of furniture and soft furnishings. The Housing Act 2004 and the Homes (Fitness for Human Habitation) Act 2018 contains additional rules and regulations for Houses in Multiple Occupation (HMO's) and the 'Housing Health and Safety Rating System (HHSRS) covering the '29' hazards. The following regulations apply:
- 3.6.1. Furniture and Furnishings (Fire)(Safety) Regulations 1988
  - 3.6.2. General Product Safety Regulations 1994
  - 3.6.3. Gas Safety (Installation and Use) Regulations 1998
  - 3.6.4. Electrical Equipment (Safety) Regulations 1994
  - 3.6.5. Plugs and Sockets (Safety) Regulations 1994
  - 3.6.6. Housing Act 2004
  - 3.6.7. Healthy Homes and Safety Rating System (HHSRS) Act 2018Act 2018
  - 3.6.8. The Client Money Protection Schemes for Property (Requirement to Belong to a Scheme etc.) Regulations 2018
  - 3.6.9. Tenant Fees Act 2019
  - 3.6.10 Covid-19 - Coronavirus Act 2020
- The Landlord confirms that he/she/they is/are aware of these obligations and that they are able to assist with compliance. It is agreed that the Landlord will ensure that the Property is made available for letting in a safe condition and in compliance with above regulations prescribed by law. Copies/details of any and all regulatory checks carried out at the property should be made available, upon request, to Blue i Properties
- 3.7. **Tenancy Disputes** - Blue i Properties will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the tenant. Where the deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process. An estimate of the likely costs of preparing and submitting the claim to adjudication will be submitted to the Landlord before any case is started.

#### 4. Terminations and Variations



- 4.1. **Agreement Change** - Should the landlord or Blue i Properties wish to change between a *Fully Managed, Rent Collect, or Let Only* package a subsequent new Agency Agreement with the new terms will be drawn up and signed by both parties. The Service Change Fee amounts to three (months' notice) times the monthly fee difference between the service levels.
- 4.2. **Agreements signed away from Blue i Properties office.** The Cancellation of Contracts Made in a Consumer Home or Place of Work etc. Regulations 2008 provide that the Landlord may have a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to Blue i Properties at any time within the period of 7 days starting with the day of receipt of a notice in writing of the right to cancel the contract
- 4.3. **Tenancy Agreement** - The Landlord will provide Blue i Properties with any requirements for return and repossession of the Property at the earliest opportunity.
- 4.4. **Legally Binding** - Landlords should be aware that any Assured Shorthold Tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any Assured Shorthold Tenancy agreement being entered into will be communicated to the Landlord as soon as possible if required. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally 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
- 4.5. **Termination of Agency Agreement** This Agreement may be terminated by either party on three months' written notice. The termination fee is equal to one month's rent and all fees will remain due during this notice period, except where a shorter notice period has been agreed by both parties and noted on this agreement. Until the fee is paid, keys, certificates or contracts cannot be released.
- 4.6. **Variations.** The terms and conditions of this Agreement may be varied by either party, but only with two months' prior written notice.
- 5. Service Packages**
- 5.1. **Fully Managed** - Blue i Properties provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will normally be levied at the outset for taking references and arranging the tenancy – Please see the Scale of Fees at the front of this Agreement. The Fully Managed Package involves:
- 5.1.1. Advising as to the likely rental income, advertising and generally marketing of the Property, along with staging for marketing photos, then following up with conducting any viewings with prospective tenants.
- 5.1.2. Interviewing prospective tenants and taking up full references including bank reference, and employer or previous landlord character reference for private tenants. Where necessary, additional security would be requested by means of a guarantor. For student tenants, a guarantor is taken in the first instance instead of full referencing procedures. Student guarantors are not normally referenced unless different circumstances demand it
- 5.1.3. Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the agreement where necessary at the end of the tenancy term.
- 5.1.4. Liaising with a Landlord's mortgagees where necessary with regard to references and tenancy agreement.
- 5.1.5. Taking deposit(s) from the tenant(s), dealing with this deposit under the requirements of The Deposit Protection Service scheme until the end of the tenancy when the Property and contents have been checked for unfair wear and tear and handling any termination issues with The Deposit Protection Service within the scope allowed by the scheme and Government legislation.
- 5.1.6. Collecting the rent monthly into the Orange Door Limited Client Account held at the NatWest Bank Limited located at Crompton House, Derwent Street, Derby DE1 2EE (where Orange Door Limited is t/a Blue i Properties) and paying over to the Landlord monthly less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer or cheque and a detailed monthly rent statement will be forwarded to the Landlord.
- 5.1.7. A minimum sum of £250.00 will usually be held 'on account' to cover any emergency repairs that may occur between payment of the above monies and receiving of the next rent(s). This will occur either after regular inspections of the property have been carried out and repairs have been identified or have been reported by the tenants.
- 5.1.8. Responsibility for and management of an empty property is not included and will only be done by special arrangement agreed in writing between the Landlord and Blue i Properties as would more frequent inspections if required by the Landlord or future legislation.
- 5.1.9. Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling account from rents received up to an equivalent of one month's rent less any management fees due. Where the cost of the works will exceed this amount, the balance of monies must be provided by the Landlord prior to works commencing.
- 5.1.10. Except as provided in the Scale of Fees, Blue i Properties will arrange for the maintenance and repair of any items up to a threshold of £250.00 (Expenditure Limit) without reference to the Landlord, for items exceeding this Blue i Properties will seek to obtain the Landlord's approval
- 5.1.11. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
- 5.1.12. Carrying out a property inspection at the end of the tenancy and, if necessary, preparing and agreeing a schedule





of costs relating to any damage or unfair wear and tear prior to releasing the deposit subject to the terms and conditions laid out by The Deposit Protection Service.

5.1.13. Collecting and forwarding Landlord's mail subject to item 2.7 in 'Terms of Business'.

5.1.14. In the event of a room(s) becoming vacant and the landlord requests that Blue i Properties helps the leaving tenant find a replacement tenant, then the standard charge of letting a single room will apply. This charge will probably include the creation of a new AST for the whole property.

**5.2 Rent Collect** - Where the Landlord requires the collection of rents service but prefers to retain control and responsibility for the management of the tenancy, including the final Check Out at the end of the tenancy, the maintenance and repairs of the Property and Gas and Electrical Appliances, then a fee as shown in the Scale of Fees (+VAT) of the gross rental income for the term of the tenancy will be charged. This will be deducted from rents collected, subject to a total annual minimum charge of £450.00 (+ VAT). It will remain the landlord's responsibility to ensure that the property is in a suitable lettable condition, which meet the current legal standards prescribed by UK legislative measures. Blue i Properties negates any responsibility or liability for the condition the property is in and any default in the condition of the property, which causes a fee, fine or charge by the authorities or tenants must be paid by the Landlord. Upon request the landlord is to provide Blue i Properties with official documentation stating that the property is in a suitable lettable condition. Such documentation shall be provided within 28 days of the request being issued. The Rental Collection package includes:

5.2.1 Advising as to the likely rental income, advertising and generally marketing the Property, along with arranging the staging for marketing copyrighted photos, whose cost will be charged to the Landlord, then following up with conducting any viewings with prospective tenants.

5.2.2 Interviewing prospective tenants and taking up full references including bank reference, and employer or previous landlord character reference for private tenants. Where necessary, additional security would be requested by means of a guarantor. For student tenants, a guarantor is taken in the first instance instead of full referencing procedures. Student guarantors are not normally referenced unless different circumstances demand it

5.2.3 Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the agreement where necessary at the end of the tenancy term

5.2.4 Collecting the rent monthly into the Orange Door Limited Client Account held at the NatWest Bank Limited located at Crompton House, Derwent Street, Derby DE1 2EE, where Orange Door Limited is t/a Blue i Properties, and paying over to the Landlord monthly less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer or cheque and a detailed monthly rent statement will be forwarded to the Landlord.

5.2.5 In the event of a room(s) becoming vacant and the landlord requests that Blue i Properties helps the leaving tenant find a replacement tenant, then the standard charge of letting a single room will apply. This charge will probably include the creation of a new AST for the whole property.

**5.3 Let Only** - Where the Landlord does not wish Blue i Properties to undertake full management nor rent collect, Blue i Properties can provide a Letting Only Service. The fee for the Letting Service is shown in the Scale of Fees at the front of this Agreement. The fees are payable once the Tenancy Agreement has been signed and must be paid before the Agreement is handed over. The Let Only Package Includes:

5.3.1. Advising as to the likely rental income, advertising and generally marketing the Property, using photos provided by the Landlord, then following up with conducting any viewings with prospective tenants. If the photos are considered to not of sufficient quality then Blue i Properties claims the right to produce their own copyright photos and charge the expenses to the Landlord.

5.3.2. Interviewing prospective tenants and taking up full references including bank reference, and employer or previous landlord character reference for private tenants. Where necessary, additional security would be requested by means of a guarantor. For student tenants, a guarantor is taken in the first instance instead of full referencing procedures. Student guarantors are not normally referenced unless different circumstances demand it

5.3.3. Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts

5.3.4. In the event of a room(s) becoming vacant and the landlord requests that Blue i Properties helps the leaving tenant find a replacement tenant, then the standard charge of letting a single room will apply. This charge will probably include the creation of a new AST for the whole property

5.3.5 The Landlord will remain responsible for all other aspects of the letting including the management of the tenancy, preparing the Inventory, full legal Check In at the beginning of the Tenancy, full maintenance and repair of the property and any gas and electrical appliances before and during the Tenancy, Check Out at the end of the Tenancy, the negotiation of any charges on the Tenancy and the repayment of the deposits from the DPS to the Tenancy.

5.3.6 If the tenant leaves prior to the end of the term of the tenancy, through no fault of Blue i Properties, the Landlord will not be entitled to reimbursement of any fees paid

5.3.7 It will remain the landlord's responsibility to ensure that the property is in a suitable lettable condition, which meet the current legal standards prescribed by UK legislative measures.

5.3.8 Blue i Properties negate any responsibility or liability for the condition the property is in.

**Blue i Properties**

The Coach House  
30a Ashbourne Road, Derby, DE22 3AD  
Phone 01332-371661  
[admin@blueiproperties.co.uk](mailto:admin@blueiproperties.co.uk)

- 5.3.9 Upon request the landlord is to provide Blue i Properties with official documentation stating that the property is in a suitable lettable condition. Such documentation shall be provided within 28 days of the request being issued.

Blue i Properties  
Mod 26 February 25<sup>th</sup> 2021

CONFIDENTIAL



## Appendix 1 to Agency Agreement – Mod 27 – March 2021

### Expanded Service Provision for “Fully Managed”, “Rent Collect” and “Let Only” packages.

Service Description		Fully Managed	Rent Collect	Let Only
<b>A</b>	<b>Before and After Property Purchase</b>			
<b>1</b>	<b>Strategic Support and Planning Advice</b>	✓		
	Collective experience of over 80 years in the Lettings Market	✓		
	Strategic planning	✓		
	Ward variation	✓		
	Industrial and Commercial distribution	✓		
	Marketing advice	✓		
	Updates on local market changes	✓		
	Property availability	✓		
<b>2</b>	<b>Project Management – Refurbishment and Project Fee of 10% of cost</b>	✓		
	Investigating building options	✓		
	Providing floor plan options and valuations	✓		
	Discussing ideas and property possibilities with Landlords	✓		
	Creating building floorplans based on discussions	✓		
	Preparing cost estimates	✓		
	Liaising with Architects and Builders	✓		
	Selection of builders	✓		
	Discussing building plans with builders	✓		
	Creating timelines for projects	✓		
	Creating colour and tile palettes	✓		
	Creating 3D plans of future properties	✓		
	Liaising with Building Control	✓		
	Project Control	✓		
	Furniture and carpet purchase	✓		
<b>B</b>	<b>Pre-Tenancy</b>			
<b>3</b>	<b>Property floorplans</b>	✓		
	Arranging floor plans with Contractor – measurements and design	✓		
	Arranging Floor Plan visits with Tenants	✓		
<b>4</b>	<b>Administration of property staging, photography and Virtual Tours</b>	✓		
	Arrange cleaning and tidying of property	✓		
	Arrange staging of property	✓		
	Arrange Marketing photos, 360 photos and creation of Virtual Tours	✓		
	Storing and updating of photos	✓		
<b>5</b>	<b>Online Advertising of Property – Rent Collect and Let Only Landlords provide floor plans and Marketing photos</b>	✓	✓	✓
	Assessing rental valuation	✓	✓	✓
	Loading Floor Plans, Marketing photos and Virtual Tours into advertising copy	✓	✓	✓
	Creating marketing copy for property	✓	✓	✓
	Setting up Online advertisements	✓	✓	✓
	Checking headings and banners	✓	✓	✓
	Organising Social Media	✓	✓	✓



<b>6</b>	<b>Social Media Boosting</b>	✓		
	Arranging photos and descriptions of property	✓		
<b>7</b>	<b>Property viewings</b>	✓	✓	✓
	Virtual Tours	✓	✓	✓
	Virtual Viewings	✓	✓	✓
	Communicating with prospective tenants	✓	✓	✓
	Answering questions and clarifying property details	✓	✓	✓
	Organising Accompanied Viewings with existing Tenants and Applicant Tenants	✓	✓	✓
	Accompanying Applicant Tenants to property	✓	✓	✓
<b>8</b>	<b>“Right to Abode” identification</b>	✓	✓	✓
	Requesting correct legal documentation	✓	✓	✓
	Chasing individual documentation	✓	✓	✓
	Copying documentation	✓	✓	✓
	Signing paperwork	✓	✓	✓
<b>9</b>	<b>Credit Referencing of Tenants and Guarantors</b>	✓	✓	✓
	Collating applicant’s details - emailing and ringing applicants multiple times	✓	✓	✓
	Preparing paperwork - emailing and ringing applicants multiple times	✓	✓	✓
	Answering Credit Agency queries	✓	✓	✓
	Checking fulfilment of Credit Agency	✓	✓	✓
	Chasing Credit Agency queries - emailing and ringing applicants multiple times	✓	✓	✓
<b>10</b>	<b>Preparing Assured Shorthold Tenancy (AST) Contract and uploading to The Cloud</b>	✓	✓	✓
	Procuring Tenant’s details	✓	✓	✓
	Collating Applicant’s documentation	✓	✓	✓
	Preparing the AST Contract	✓	✓	✓
	Uploading to The Cloud	✓	✓	✓
<b>11</b>	<b>Signing of Assured Shorthold Tenancy (AST) Contract</b>	✓	✓	✓
	Checking on completion ratios	✓	✓	✓
	Chasing signatories for signatures - emailing and ringing applicants multiple times	✓	✓	✓
	Downloading and safe storage of AST	✓	✓	✓
	Printing and filing of paper copy of AST	✓	✓	✓
<b>12</b>	<b>Deposit Registration (please note that this does not include Administration of Tenants’ Deposits explained under Item 31 of Fully Managed Services)</b>	✓	✓	✓
	Taking Deposits from Applicants	✓	✓	✓
	Arranging the transfer of Deposits to the relevant DPS account	✓	✓	✓
<b>13</b>	<b>Arranging Inventory</b>	✓		
	Arranging cleaning of property	✓		
	Taking photos of property	✓		
	Creating the Inventory	✓		
	Resolving Inventory problems	✓		
	Storing the Inventory	✓		
<b>C</b>	<b>During Tenancy</b>			
<b>14</b>	<b>Check In</b>	✓		
	Organising each Tenant’s keys and paperwork for Check In	✓		
	Arranging dates and times for Check In involving picking up keys and paperwork	✓		
	Checking Tenants in and explaining and providing the various Government Tenancy Legal Obligatory booklets	✓		



<b>15</b>	<b>Tenant Pack</b>	✓		
	Covid 19	✓		
	Moving In and Reading the meters	✓		
	Bins and Waste Collection	✓		
	Repairs	✓		
	Troubleshooting repairs	✓		
	Useful contacts	✓		
	Keys and Locked Out			
	Do's and Don'ts	✓		
	Fire and Emergency evacuation	✓		
	Condensation and Damp	✓		
	Property security	✓		
	Tenancy Agreement	✓		
<b>16</b>	<b>Maintaining Legal Compliance</b> – in collaboration with the Landlord, ensuring that the property and tenancy is maintained to the required legal standard, as per the list below and in Item 3.6 on Page 5 of this Agency Agreement	✓		
	3.6.1 Furniture and Furnishings (Fire)(Safety) Regulations 1988	✓		
	3.6.2 General Product Safety Regulations 1994	✓		
	3.6.3 Gas Safety (Installation and Use) Regulations 1998	✓		
	3.6.4 Electrical Equipment (Safety) Regulations 1994	✓		
	3.6.5 Plugs and Sockets (Safety) Regulations 1994	✓		
	3.6.6 Housing Act 2004	✓		
	3.6.7 Healthy Homes and Safety Rating System (HHSRS) Act 2018	✓		
	3.6.8 Client Money Protection Schemes Regulations 2018	✓		
	3.6.9 Tenant Fees Act 2019	✓		
	3.6.10 Covid-19 - Coronavirus Act 2020	✓		
<b>17</b>	<b>Regular Property Maintenance and Repairs</b> –maintenance and repairs to include but not exclusive to boiler & plumbing, locks & keys, drains, flooding, electrical problems, intranet coverage, moisture and mould control, rodent & insect removal, décor repair, furniture breakages, appliance repair and replacement, repair of property fabric (roof, guttering, render, plaster, windows, pointing, etc.)	✓		
	Sending emails to arrange maintenance visits with tenants	✓		
	Organising keys for Contractors	✓		
	Arranging the cutting of keys and functioning of locks	✓		
	Checking Tenants' keys	✓		
	Dealing with tenant's requests, Report a Repairs queries	✓		
	Finding Contractors to provide 24 hr service and Emergency Cover	✓		
	Balancing tenants' requirements with Contractor's timelines	✓		
	Resolving maintenance and repair problems	✓		
	Sending Service Orders to Contractors	✓		
	Arranging timelines for Contractors	✓		
	Dealing with Contractor queries	✓		
	Checking if repairs have been carried out	✓		
	Arranging quotes for purchase of appliances and repairs	✓		
	Arranging designs of work to be carried out	✓		
	Arranging for storage, delivery and collection of Dehumidifiers	✓		
	Arranging for storage, delivery and pick up of Electric Heaters	✓		
	Arranging for Utility checks and certification	✓		
	Attending to property with Contractor	✓		
	Chasing up invoices from Contractors	✓		
	Checking accuracy of invoices from Contractors	✓		
	Providing personal safety cover for 3 <sup>rd</sup> Party contractors	✓		
	Arranging cleaning when necessary	✓		
	Purchasing items – electrical items, furniture, mattresses, appliances, fittings, etc.	✓		





<b>18</b>	<b>Bridging finance provide for purchases and repairs</b>	✓		
	Facilitating purchase payments between rents to ease cash flow	✓		
<b>19</b>	<b>Rent Collection</b>	✓	✓	
	Collating Tenant's details	✓	✓	
	Regular receipt of rent – downloading and checking multiple payments from banks	✓	✓	
	Reconciling bank entries	✓	✓	
	Entering Tenant's Rent payments against correct account and property	✓	✓	
	Producing Landlord's monthly statements	✓	✓	
	Organising payment to Landlords	✓	✓	
	Chasing up non-payment of rent with Tenants, their Guarantors and co-tenants	✓	✓	
	Answering Tenants' rent queries	✓	✓	
	Supplying Tenants' references	✓	✓	
<b>20</b>	<b>Monthly Accounts</b>	✓		
	Collating Contractors invoices	✓		
	Checking Invoice against Service Orders	✓		
	Entering invoice details on to the Blue i accounts system	✓		
	Producing Contractor's monthly statements	✓		
	Organising payment to Contractors	✓		
<b>21</b>	<b>Emergency Cover (after hours) – this exclusive service is only available for Fully Managed properties)</b>	✓		
	Dealing with Emergency calls, evenings, weekends and bank holidays	✓		
	Opening up locked doors for Tenants	✓		
	Arranging Emergency Electricians, Plumbers and Locksmiths	✓		
	Talking Tenants through Emergency Call actions	✓		
<b>22</b>	<b>Quarterly Inspections</b>	✓		
	Arranging inspection dates with tenants	✓		
	Visiting property to check against Inventory for damage and cleanliness	✓		
	Taking photos of property, furniture and furnishings	✓		
	Resolving Inventory differences	✓		
<b>23</b>	<b>Serving Section 21 and Section 8 – court papers, court appearances, tenant eviction from the property is not included and must be implemented by the Landlord and their legal team.</b>	✓		
	Collating Information	✓		
	Preparing necessary paperwork	✓		
	Delivering or posting to the Magistrates Court	✓		
<b>24</b>	<b>HMO Certification (5+ Tenants) – DCC charge not included in the Management Fee</b>	✓		
	Collating Information	✓		
	Preparing necessary paperwork and certificates	✓		
	Delivering to Derby City Council	✓		
<b>25</b>	<b>Arranging EICR Certification</b>	✓		
	Arranging Testing and Certification	✓		
	Arranging any subsequent repairs	✓		
<b>26</b>	<b>Arranging Gas Safe Certification</b>	✓		
	Arranging Testing and Certification	✓		
	Arranging any subsequent repairs	✓		
<b>27</b>	<b>Arranging Environmental Performance Certificate (EPC)</b>	✓		
	Arranging Testing and Certification	✓		



	Arranging any required upgrades	✓		
<b>28</b>	<b>Administration of Fire Alarm System and Emergency Lighting Checks (every 2 weeks)</b>	✓		
	Arranging fortnightly testing	✓		
	Organising subsequent repairs	✓		
<b>29</b>	<b>Arranging Fire Alarm System and Emergency Lighting Certification checks</b>	✓		
	Arranging Annual Testing and Certification	✓		
	Organising any subsequent repairs	✓		
<b>30</b>	<b>Arranging Smoke Detectors and Extinguisher Inspection Checks (Annual)</b>	✓		
	Arranging Annual Testing and Certification	✓		
	Arranging any subsequent repairs	✓		
<b>31</b>	<b>Household Mediation</b>	✓		
	Arranging meetings	✓		
	Tenancy Arbitration	✓		
	Meeting Negotiation	✓		
	Dealing with neighbour's complaints – noise, drugs, overcrowding and litter	✓		
	Dealing with local Police requests	✓		
	Negotiating with parents and guardians about repair timelines	✓		
	Negotiating thermostat settings and security arrangements with parents	✓		
<b>32</b>	<b>Check Out</b>	✓		
	Arranging the Check Out date	✓		
	Following up the Check Out date agreed with reminder emails	✓		
	Checking Out the property at the end of tenancy	✓		
	Taking photographic evidence	✓		
	Arranging cleaning after Check Out	✓		
	Using experience to decide what can be done in time available and how	✓		
	Arranging for repairs after Check Out like painting, electrical, plumbing, etc.	✓		
	Arranging cleaning after repairs, painting, etc.	✓		
<b>D</b>	<b>Post Tenancy</b>			
<b>33</b>	<b>Administering Tenants' Deposits</b>	✓		
	After Check Out, organising invoices for damages, cleaning and replacement costs	✓		
	Splitting damages and costs amongst the tenants and Landlord	✓		
	Dealing with DPS regarding Deposit Claims and Deductions	✓		
	Negotiating charges directly with tenants and Landlord	✓		
	Negotiating with parents regarding damages and cleaning costs, where necessary	✓		
<b>34</b>	<b>Tenancy Renewal for Student and non-Student Tenancies</b>	✓	✓	
	Collating Tenant's information	✓	✓	
	"Right to Abode" identification	✓	✓	
	Credit Referencing of Tenants and Guarantors – see above for full details	✓	✓	
	Preparing the Assured Shorthold Tenancy (AST) Contract	✓	✓	
	Uploading to The Cloud	✓	✓	
	Checking on completion ratios	✓	✓	
	Chasing signatures - emailing and ringing tenants	✓	✓	