

TERMS AND CONDITIONS RESIDENTIAL LETTINGS AND MANAGEMENT

Part 1- Commission and Fees Summary

1. Letting Service 8% of rent reserved including VAT

(if the monthly rental is £1,000 you will pay a fee of £80 pcm inclusive of VAT. Should the agreed rental be higher or lower than the example price, our fee will be correspondingly higher or lower)

2. Management Services

2.1 Value Managed -Rent Collection 12% of rent reserved including VAT

tenant finding & rent collection

(if the monthly rental is £1,000 you will pay a fee of £120 pcm inclusive of VAT. Should the agreed rental be higher or lower than the example price, our fee will be correspondingly higher or lower)

2.2 Premium– 14% of rent reserved including VAT

Free rent guarantee insurance for the first year. 1 midterm inspection

(if the monthly rental is £1,000 you will pay a fee of £140 pcm inclusive of VAT. Should the agreed rental be higher or lower than the example price, our fee will be correspondingly higher or lower)

2.3 Premium Plus- Rent on Time and free use of our handymen

We will pay the Rent on Time if the tenants are in occupation and free use of our handymen unlimited time (see 4.4.5). We will pay the rent agreed (17% below the rent achieved). We will inspect once every 6 months.

Part 2 - Payment terms

- 2.1 **Fees:** Our fees become payable when a tenant introduced to You by Homefinders enters into occupation of The Property, or any other property owned by You, whether negotiated by us or not, and is subject to the following terms. Our management fee includes 6% letting fee.
- 2.2 **Fees:** Our fee is calculated as a percentage (see 2.1, 2.2) of the total rent reserved under the terms of the Tenancy Agreement and is payable monthly for Management Services (2.1, 2.2). For 1.3 we pay you the agreed rent.
- 2.3 **Fees:** Our fees are payable for the entirety of the time the Tenant remains in occupation of The Property, whether we negotiate or execute the renewal of any tenancy agreement.
- 2.4 **Extensions and Renewals:** Extension and renewal of tenancies initially executed by Homefinders incur our management or letting fee (as per clauses 2.1, 2.2) regardless of whether Homefinders retain management of The Property, whether the extension or renewal is negotiated by us or not. For 2.3 renewal of tenancies continue in the same way as initial tenancy.
- 2.5 **Cancellation Fee:** If Homefinders' management of the property stops or is cancelled for any reason, we will charge 6% plus VAT (*letting fee portion of the management fee*) of the total rent for the remaining term while the tenant remains in the property, regardless of whether Homefinders' have renewed or extended the tenancy. This will need to be paid within 14 days of landlord terminating the management. If premium plus management is cancelled see before tenant vacates then the difference between the actual rent tenant pays and what Homefinders pays to the landlord will be due immediately for the duration of tenant remains in the property.

- 2.6 **Cancellation of Inclusive Services and Offers:** If Homefinders' management of the property is terminated or is cancelled for any reason, use of all discounted or free offers (as detailed in clause 2.2, 2.3) will become payable at their full cost. *Full charges of all expenses are added at the end of this agreement.*
- 2.7 **Aborted tenancies:** Should you withdraw from a proposed tenancy whereby the conditions of the let were agreed and suitable referencing secured. Homefinders' administration fee of £300 (including VAT) and the cost of any works completed on your behalf will become payable immediately.
- 2.8 **Minimum Fee:** Our minimum fee is £780 (including VAT)

Part 3 – Regulations & Pre-Instruction Requirements

We can only accept your instructions on the basis that the following conditions have been met.

3.1 Fire & Furnishings regulations: You must ensure that all furnishings supplied conform to the Furniture and Furnishing (Fire) (Safety) Regulations 1988 and you will indemnify us should a breach of these regulations occur.

3.2 Gas Regulations: The landlord must ensure that the gas supply and all gas appliances and fittings provided are safe and properly serviced and comply with the Gas Safety (Installation and Use) Regulations 1994. A Gas Safe Certificate will be required before the commencement of the Tenancy. If you have not provided a Gas Safe certificate three days prior to the start of your tenancy, Homefinders will complete this and recover the cost from you.

3.3 Electrical Equipment and Wiring: You must ensure that all electrical equipment provided and any wiring or plugs or sockets in the property are safe and properly serviced. Portable equipment must comply with the Electrical Equipment (Safety) Regulations 1994 and a Safety check should then be carried out on a yearly basis thereafter by a properly qualified engineer. You will indemnify us should a breach of these regulations occur during the tenancy

3.4 House in Multiple Occupations (HMO): Any property that is occupied by unrelated individuals is considered an HMO property. HMO properties must comply with HMO regulations and, if required, must be correctly licensed. If it transpires that the property is not licensed as required to be, or that the property does not comply with regulations, you indemnify Homefinders against any breach.

3.5 Selective Licensing: If your property lies within the borough of Newham, Waltham Forest or Barking and Dagenham or any other Borough that has selective licensing you confirm that a selective license/HMO license (as required) has been obtained.

3.6 Deposit Protection Scheme: Since April 2007 it has been a legal requirement to register and protect all deposits within a government approved scheme. Failure to do so prevents the possibility of legal action for non-payment of rent, possession claims, or deposit deductions, and may leave you liable to a fine of equivalent to three times the deposit value. For all managed properties, we will keep and protect the deposits

3.7 Inventory: Under the Tenancy Deposit Scheme, deduction for damages at the end of a tenancy must be supported by a full and comprehensive property inventory. If you have not had a professional inventory compiled before the start of the tenancy you may find it hard to make legitimate deposit deductions for damages or missing items. You must have inventory done by a third party if you choose 2.2 & 2.3

3.8 Energy Performance Certificate: We require an EPC to be provided within 7 days of instruction to market the property. By law we must give a copy of the EPC to the tenant before they sign the agreement. Homefinders will organise this if you are unable to provide one. Your EPC rating must be E or above.

3.9 Smoke alarm and CO detector: As of 1st October 2015, smoke alarms on each hallway is mandatory with a penalty of £5,000. CO detectors is also mandatory if there is solid fuel in the property.

3.10 Proof of ownership: As a regulated agency with NAEA and ARLA we require proof of ownership before we can execute a tenancy at your property.

3.11 Mortgage: I/we understand that it is my/our responsibility to inform the mortgage lender that we intend to let the property.

3.12 Leasehold properties: I/we understand that we may require the consent of the freeholder to let the Property and that it is my/our responsibility to secure this.

3.13 Insurance: I/we understand that we must have a building insurance policy in place that is suitable for letting purposes, and that I/we must notify the insurer that we intend to rent the property. ***We will need a copy of the building insurance to make sure that you have a valid & suitable building insurance. Our rent guarantee will be void if you do not have a proper building insurance.***

PART 4 - Descriptions of Services

4.1 Letting Service:

As part of the letting service, Homefinders will:

4.1.1 Carry out an initial inspection of the property and provide our opinion of: expected rental value; works, improvements and furnishing the property may require; any other pertinent matters.

4.1.2 Advertise the property as necessary or appropriate. Match the property to our existing and new applicants.

4.1.3 Arrange appointments for prospective tenants to view the property and accompany them on viewings.

4.1.4 Reference and credit check prospective tenants and forward the reports for your approval. We will only accept tenants with your consent.

4.1.5 Instruct properly qualified engineers to carry out gas and electrical safety checks, and EPCs. Either at your request, or where we have not received certification prior to the commencement of a tenancy, or the expiry of relevant application periods. The cost of arranging these works will be charged to you.

4.1.6 Prepare, execute, and complete the tenancy agreement together with appropriate legal notices.

4.1.7 Collect the first month's rent and Deposit from the Tenant.

4.1.8 Execute the extension or renewal of Tenancy Agreements on your behalf.

4.1.9 Instruct an inventory clerk to conduct an inventory and schedule of conditions of the property.

(If you want Homefinders to organise the inventory, you can select this on the last page of this agreement, prices for this service are also on the same page)

Management Services:

4.2 Value Manage

in addition to the letting service described above.

4.2.1 Deposit: Homefinders will register the Deposit with *The Dispute Service* as stakeholder during the tenancy (as per clause 4.6). See the attached document titled "Information About Deposit Protection" for more information.

4.2.2 Inventories: Homefinders will arrange for the preparation of an inventory and schedule of conditions by our professional inventory clerk and charged to your account. The inventory will be forwarded to you and it is your responsibility to satisfy yourself as to the accuracy of the inventory. For managed properties, we must have a professional inventory otherwise rent guarantee insurance will be invalid, therefore we will organise the inventory on your behalf

4.2.3 Check In/Out: Arrange for a professional inventory clerk or Property manager to prepare a schedule of dilapidation at the end of the Tenancy. We will negotiate and agree dilapidation with yourself and the tenant as Stakeholder and make appropriate deductions from the Tenants Deposit once it is agreed. Check-ins are included in the management fee, but check-outs are paid by Landlords.

4.2.4 Rent Collection: Demand and make reasonable efforts to collect the rent from the Tenant, short of issuing court proceedings. While we cannot guarantee rental payments (**except with Premium**

Plus option where we will pay the rent regardless), we will use our Credit Control procedure to attempt to recover any outstanding rent. Full details of our standard procedure are available on request from Homefinders at any time.

4.2.5 Rent Payments: Homefinders will transfer the rent, net of disbursements, directly to your nominated bank account. Payments are made every Monday for rent collected and received as cleared funds during the previous week. Payments take 2-3 working days to clear into your account. Payment notifications are sent by SMS text message and statements forwarded by email. With Premium Plus options you will be paid on the Monday following the rent due date whether tenant pays or not.

We upload all your statements to a secure site, <https://www.homefinders.net/landlord-login>, where you can view all past and present statements, all the details we have on yourself, your property and your tenant and tenancy.

4.2.6 Housing Benefit: Homefinders will not accept a tenant who is claiming (or intends to claim) housing benefits, without your approval. If your tenant becomes a benefit claimant, the local authority may choose to pay Homefinders directly. In some cases, a change in circumstances may arise that leads to the local authority requesting a refund of funds paid. While Homefinders will do everything possible to ensure that this does not happen, if it does, you agree to reimburse any benefits payments that we have forwarded if a council requests we refund them.

4.2.7 Tenancy Agreement: Homefinders will use its own standard tenancy agreement unless otherwise instructed. If you want to add any special clauses we will do so if instructed in writing but cannot be held liable if they are deemed to be unenforceable. Homefinders will be authorised to sign tenancy agreements and notices on behalf of the landlord.

4.2.8 Outgoings: We will pay your regular outgoings for The Property out of available funds held by us including bills for ground rent, service charge, water charges and maintenance charges but to exclude mortgage payments, buildings insurance and contents insurance (Except if building insurance and contents insurance is arranged through us). You must instruct the relevant authorities to forward the bills to us for payment and, although we will do our best to query any obvious discrepancies, you accept that we are entitled to pay without question demands and accounts that appear to be in order.

4.2.9 Safety Certificates: Upon expiry of the current Gas/Electric Safety certificates **Homefinders will arrange** for a new gas/Electric safety certificate.

4.2.10 Court and Tribunal Appearances: Homefinders charge £90 (including VAT) for appearing with you, or on your behalf, per attendance. This fee applies to County Court proceedings, tribunals, solicitor meetings, and any other hearing with council departments or third-party organisations. For Premium Plus options there is no other charges for Court attendance.

4.2.11 Termination of agreement: This agreement may be terminated when: The tenant placed in the property by Homefinders vacates; or upon the provision of one month's written notice, at which point you agree to pay as detailed in clause 2.5 and 2.6 and pay the full costs of any services or products included free as part of the management service.

4.3 Premium managed

In addition to the services described above.

4.3.1 Insurance Claims: We will deal with your building insurance claims on your behalf at a cost of 20% of the total claim.

4.3.2 Legal Proceedings: Due to changes in the Legal Services Act, Homefinders are unable to file or prosecute legal proceedings on your behalf. We can offer extensive assistance with possession claims, and can draft applications, guide you through the process, apply for enforcement (bailiffs) and attend evictions on your behalf. Alternatively, you can use our solicitors Ashley Taylors who are specialised in eviction procedures.

4.3.3 Out of Hour Covers: We cover properties 24/7 365 days for emergencies like uncontrollable leaks, total loss of power etc. By signing this agreement, you agree to our out of hour cover charges. If you wish to opt out, please inform your property manager.

4.3.4 Rent Guarantee and Legal Expenses*: We offer rent guarantee and legal expenses cover for Premium management option only, subject to tenant status. If the tenant does not qualify for guaranteed rent, we will not accept the tenant unless you authorise us to do so in writing.

If you have rent guarantee insurance through us you must have a valid BTL building insurance otherwise Rent guarantee insurance will be invalid. If you are using Premium or Premium Plus our rent guarantee to you will be void.

*subject to separate terms and condition

4.3.5 Correct BTL Building insurance: *If you have rent guarantee insurance through us you must have a valid BTL building insurance otherwise Rent guarantee insurance will be invalid. If you are using Premium Plus our rent guarantee to you will be void.*

4.3.6 Rent Guarantee Claims: If rent guarantee is taken and we must make a claim, we will make and manage the claim on your behalf.

4.3.7 Repairs: Unless you have your own contractors, we will need a min authorisation limit of £150 for maintenance issues.

We will first make sure that the issue raised is your responsibility and then organise our own contractor or one of the subcontractors we use, should the work exceed the limit, we will contact you for approval to progress. For small works we will not get quotes but charge per hour, 1st hour £65 (incl VAT) 2nd and subsequent hours £55 incl VAT). When we invoice you, you will be able to see the before and after pictures and the times spent at the property by the app we use and if tenant is satisfied or not.

If an emergency repair is threatening the habitability of your property, and we are unable to contact you, we will instruct a repair to prevent your property incurring further damage, and to prevent loss of rent.

4.3.8 Inspections: Homefinders will conduct inspections of the property. These visits will include non-expert investigation of apparent damage or defects that are obviously, visually apparent or brought to our attention by the Tenants only. In no way will Homefinders' inspections amount to a professional survey of the property, nor should they be considered as such. We will not be responsible if we fail to notice a damage or maintenance issue. *(A sample inspection report can be provided on request).*

4.4 Premium Plus - Rent on Time

In addition to services described above

4.4.1 Rent Payment: Homefinders will pay the Rent on Time, we will pay landlords every Monday/Tuesday, as above, even if we have not received the rent.

4.4.2 Repairs: With Premium Plus options, if landlord refuse or ignore the legitimate repair requests, we will either do the work and charge landlord or terminate the agreement.

4.4.3 Management Agreement not Tenancy Agreement: Any compensation claims from tenants for maintenance issues that are not attended on time will be up to the landlord. This agreement is not creating a tenancy agreement between Homefinders and the landlord although we promise to pay the rent even if the tenant does not pay. Tenancy agreement will be between you and the tenant, we have a management agreement where we agree to pay the rent until tenant vacates the property. If we have to serve notice to evict the tenant and there is counterclaim for disrepair our agreement will stop immediately and revert to rent collection only and any rent paid by us but owed by the tenant will be due to us immediately.

4.4.4 Unpaid Rent: *You agree for us to pursue any unpaid rent directly from the tenant on your behalf. This authority cannot be revoked.*

4.4.5 Inclusive Handyman Service: Free handyman hour will be applied from the time our contractor arrives on site and will also cover the time used to source materials or parts following their initial inspection. In using this service, you agree to incur the costs of materials and parts required to complete the works. *Homefinders own handy men is used, any work that takes 2 hours will be free of charge save for the materials used. Any extra hours will be charged at £55 (including VAT) per hour. It is a labour only cover. Exemptions to this are: If installation is not done correctly, if it is covered by your insurance, structural issues, any external work, Damp, Condensation caused by structural problem not by how the tenant lives, gas leaks and boilers, furniture and white goods and major electrical works and out of hours emergencies are not covered.*

4.4.6 Termination of agreement: You cannot terminate Premium plus management options if the tenants are in occupation of the premises. If this agreement is cancelled by you or by us for any reason you will be responsible to pay us the difference between rent received and rent paid to you until tenant vacates the property plus other costs of free services used like free handymen and rent guarantee insurance.

PART 5 General Information

5.1 Tenancy Agreements: Unless we receive written instructions to the contrary, we will use our standard form of Tenancy Agreement. Draft copies are available on request for inspection by you and your building society or solicitor.

5.2 Instruction of Solicitors: You will be advised of any rent arrears or breach of the tenancy, which come to our attention. However, if it is necessary for a solicitor to act, you will be responsible for instruction of your own solicitor and for all fees involved. You are welcomed to use our solicitor who is specialised in landlord tenant disputes.

5.3 Overseas Landlords and Tax: If you are a resident overseas or taxed as such, we require you to complete Inland Revenue form NRL1 - "Application to Receive U.K. Rental with No Tax Deducted".

Form to apply is available online from <http://www.hmrc.gov.uk/cnr/nrl1.pdf> our agent reference number is NA25812 (if you are registering online just add 0 after NA). We will be legally obliged to deduct 20% of the net rental income and forward this to the Inland Revenue until such time as your exemption is granted, or if it is refused, indefinitely. You agree to indemnify Homefinders against all payment of tax, interest thereon and penalties levied in connection with your tax affairs.

5.4 Interest: No interest will accrue for your benefit on deposits, retention, tax reserves, rents or any other sum held by us on your behalf.

5.5 Indemnity: You agree to indemnify us against all costs, claims and expenses properly incurred by us on your behalf.

5.6 Voids: Our management service does not include provision of any services or supervision of the property when it is void, either through the termination of a tenancy, or the tenant's abandonment of the property.

5.7 Multi property landlords: With multi property landlords unless a new terms and condition is signed it will be assumed that all the properties have the same management option.

5.8 The Property Ombudsman and Complaints: We are members of The Property Ombudsman scheme and we subscribe to the CODE OF Practice for Residential estate Agents. The Code of Practice for Residential Estate Agents is available to you on request. We operate and maintain an in-house complaint procedure which is available for inspection at our offices. Alternatively, if you would like a copy of our written complaints procedure please request this in writing. More information about The Property Ombudsman can be obtained from www.tpos.co.uk

5.9 Customer Cancellation Rights: You have the right to cancel this contract within fourteen days of the date of the contract if it is signed away from our office. If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to info@homefinders.net .

Part 6 Definitions

In these terms and conditions, the following expressions shall have the following meanings: -

"Homefinders" is the trading name for Sun Estate Property Management Ltd) and its successors in title or assigns.

"You" or "the Landlord"- The Landlord named in the instruction letter or his successors in title or assigns.

"The Property"- The property specified in the instruction letter or any part thereof.

"The Tenant"- Any Tenant or Tenants of the Property from time to time introduced by Homefinders or if the Tenant is more than one person then this expression shall be read and construed accordingly and will include any person who was within this definition who remains in occupation of the Property and if appropriate any employee of the Tenant or any person residing in or occupying the Property as licensee of the Tenant.

"Tenancy"- the entire period that the Tenant remains in occupation of the Property including the Initial Letting Period and any extension, period of holding over, or new tenancy.

"Initial Letting Period"- shall mean the full length of the term of any tenancy entered into and for the purpose of calculation of fees due hereunder shall not take into account any termination clause or right

to terminate any tenancy (whether or not the same is exercised) or any earlier forfeiture surrender termination or repudiation of same save as expressly otherwise agreed.

"Rent" or **"Rent Reserved"**- shall include all rents payable during the Tenancy and any sum taken as a Premium or consideration for the grant, extension or renewal of it.

"Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

"Scheme" means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

"Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

"Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

Part 7 – Information + Declaration

Service Required:

Service Required:

If Premium Plus, agreed rent:

Property(ies) to be rented:

Landlord(s):

Home address:

Tel (Mob):

Email:

Bank details:

Account Name:

S/C:

Account Number:

Resident Status for tax purposes:

Please choose:

Resident

Non-resident

I/We agree and have read the terms and conditions for Lettings and Management and agree with the terms & conditions above. I would like the performance of this contract to begin before the expiry of the cooling off period. Thus, I understand that I have a fourteen-day period from the date of the contract in which I may cancel the contract. Therefore, if I subsequently exercise my right to cancel, I agree to pay the Agent's reasonable costs of providing services to me under this contract up to the point of cancellation.

Landlord Name:

Date:

Signature:

Position in the company (if company owned):

By signing above, you explicitly consent to us processing the personal data you have included in this form in accordance with our Privacy Policy that is set out at the end of this document. We may from time to time send you details of our services that we feel may interest you, including details of promotional offers or details of off market investment properties by email. You may opt out of receiving such communications at any time. If you would like to receive such offers, please tick below:

by email

Information about Deposit Protection

1.1 If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.

1.2 The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

1.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited

PO Box 1255

Hemel Hempstead

Herts HP1 9GN

Phone: 0845 226 7837

Web: www.tds.gb.com

Email: deposits@tds.gb.com

Fax: 01442 253193

1.4 If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

1.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):**

- a) fails to give prescribed information within the Statutory Time Limit, or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

1.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be

able to act on your instructions about the deposit if those instructions conflict with the Scheme rules.

1.7 The Scheme rules are available to view and download from www.tds.gb.com. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Tenancy Deposit Scheme directs us to do so.

2. During the tenancy

2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

2.2 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.

2.3 If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

2.4 At the end of an AST we will liaise with you to ascertain what (if

any) deductions you propose to make from the deposit, or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].

2.5 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

3. Where there IS a dispute about the deposit at the end of the tenancy

3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.

3.3 If the tenant asks us to repay some or all the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.

3.4 If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

3.5 The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.

3.6 If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**

3.7 Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**

3.8 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tds.gb.com.

3.9 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).

3.10 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your

favour.

4. Consent to use personal information

4.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tds.gb.com).

5. Our duty to provide correct and complete information

5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

6. Where the tenancy is not an AST

6.1 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client because we are a member of the Scheme.

6.2 If a dispute arises you, we or the tenant will contact the Scheme. Then:

- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- b) you, we, and the tenants must consent in writing to the proposed method if we all want to proceed (if we do not, the options are to

negotiate or litigate).

c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

6.3 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

7. Where you instruct us that you do not want us to protect an AST deposit

7.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

7.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.

7.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it

Homefinders Privacy Policy

The personal data collected from you on this form shall be processed in accordance with our Privacy Policy below.

We may from time to time send you details of our services that we feel may interest you, including promotional offers such as reduced rates for certain times, off market properties, reduced rate for our maintenance team etc by email. You may opt out of receiving such communications at any time. If you would NOT like to receive such offers, please tick below:

1. How we use your personal data

We are committed to protecting your personal data.

The only data we collect from you is as submitted by you on this form above.

We will use your sensitive personal data (that is the data you completed at sections 7, page 8 for the purposes of providing our services to you or if we need to comply with a legal obligation. Our legal ground of processing this data is your explicit consent

We will use your non-sensitive personal data to (i) register you as a new client, (ii) manage payment, (iii) collect and recover monies owed to us (iv) to manage our relationship with you, (v) send you details of our goods and services.

Our legal grounds for processing your data are in relation to points (i) to (iv) above are for performance of a contract with you and in relation to (iii) and (v) above, necessary for our legitimate interests to develop our products/services and grow our business and to recover monies owed.

We will not share your details with third parties for marketing purposes except with your express consent.

2. Disclosure of your personal data

We may have to share your personal data with (i) service providers who provide IT and system administration support, (ii) professional advisors including lawyers, bankers, auditors and insurers (iii) HMRC and other regulatory authorities (iv) third parties to whom we sell, transfer or merge parts of our business or our assets

We require all these third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. They are only allowed to process your personal data on our instructions.

3. Data security

We have put in place security measures to prevent your personal data from being accidentally lost, used, or accessed in an unauthorised way, altered or disclosed. We also limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know such data. They will only process your personal data on our instructions and are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breaches and will notify you and any applicable regulator where we are legally required to do so.

In certain circumstances you can ask us to delete your data. See the section entitled 'your rights' below for more information.

We may anonymise your personal data (so that you can no longer be identified from such data) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

4. Data retention

We will only keep your personal data for as long as is necessary to fulfil the purposes for which we collected it. We may retain your data to satisfy any legal, accounting, or reporting requirements so for example we need to keep certain information about you for 6 years after you cease to be a client for tax purposes.

You have the right to ask us to delete the personal data we hold about you in certain circumstances. See section 6 below.

5. Your rights

You can exercise certain rights in relation to your personal data that we process. These are set out in more detail at <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

In relation to a Subject Access Right request, you may request that we inform you of the data we hold about you and how we process it. We will not charge a fee for responding to this request unless your request is clearly unfounded, repetitive, or excessive in which case we may charge a reasonable fee or decline to respond.

We will, in most cases, reply within one month of the date of the request unless your request is complex or you have made a large number of requests in which case we will notify you of any delay and will in any event reply within 3 months.

If you wish to make a Subject Access Request, please send the request to Homefinders, 146 Kingsland High St, London E8 2NS or email management@homefinders.net marked for the attention of the Data Compliance Officer.

6. Keeping your data up to date

We have a duty to keep your personal data up to date and accurate so from time to time we will contact you to ask you to confirm that your personal data is still accurate and up to date.

If there are any changes to your personal data (such as a change of address) please let us know as soon as possible by writing to or emailing the addresses set out in section 6 above.

7. Complaints

We are committed to protecting your personal data but if for some reason you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk).

We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

Additional Services price List

You will find below some of the services and the costs. If you require any of the extra services please tick the relevant box, save and email back to us.

Inventory and schedule of conditions:

Under the Tenancy Deposit Scheme, deduction for damages at the end of a tenancy must be supported by a full and comprehensive property inventory. If you have not had a professional inventory compiled before the start of the tenancy you may find it hard to make legitimate deposit deductions for damages or missing items.

Studio/1 bed	£125
2 bed	£150
3 bed	£170
4 bed	£200
5 bed	£240

Check out

1 BED	£95.00
2 BED	£110.00
3 BED	£143.00
4 BED	£165.00
5 BED	£193.00

Gas Safety Certificate:

This is compulsory and must be renewed every year. If you currently have a gas safety certificate please forward it to us or If you want us to get one, it will cost **£65**. Once tenancy starts whenever it is due Homefinders will authorise our gas safe engineer to have a new one.

Gas Safety plus Boiler Servicing:

Servicing your boiler can reduce maintenance costs, extend its service life, and is usually a requirement of any warranty still in place. If you are taking emergency cover as part of management, you must service your boiler regularly otherwise it will invalidate the emergency cover. Together with gas safety it will cost **£130**.

Electrical Safety Inspection (NICEIC):

You must ensure that all electrical equipment provided and any wiring or plugs or sockets in the property are safe and properly serviced. It is compulsory from July 2020 to have a valid safety certificate. Although they are usually valid for 5 years depending on the condition, you could get it between 1 to 5 years. As per our terms and condition we will get it done when the current one expires. The cost is **£140**.

EPC (Energy Performance Certificate):

It is now legal requirement to have a valid EPC before property is advertised and a copy must be given to the tenants before the start of the tenancy. It is valid for 10 years. Cost is **£85**

Professional Cleaning

1 bed flat/hse	£120
2 bed	£150
3 bed	£170
4 bed	£200
5 bed	£240

Carpet Cleaning £40 per room

Rent Guarantee Insurance

We charge **2%** of the rent for rent guarantee insurance if the monthly rent is below £2,500. If the rent is above £2,500 pcm than it will be **2.5%** of the rent.

Maintenance and Refurbishment

We have a maintenance department with our own builders and handymen. We can either organise works by the hour or for bigger jobs organise quotes or for simple standard jobs can offer you fixed price. Our hourly rates are **£65 (inc VAT)** for the first hour then **£55 (inc VAT)** per hour after the first hour

*All prices quoted here are inclusive of VAT if there is VAT.

Out of Hours Cover

We work with AXA Home emergency for out of hour emergencies. We do give 24/7 cover for emergencies like uncontrollable water leak, total loss of electricity, blockage leading to sanitation issues, security (board up and gain access or lock issues). Out of hour emergencies do not happen that much but when it happens if it is not covered it may damage the property and may cost you more. You can opt out of this cover but then out of hour emergencies will not be covered. Their rate cards below. By signing our T&C you agree to this out of hour rates. You can opt out if you want but then we will not be able to give you out of hour cover.

AXA Out of Hour Home Emergency Service Rate Card

Unless otherwise stated all rates exclude VAT and materials

Trade	Abortive fee*	Call out fee incl all travel & 1 st hour on site	Subsequent ½ per operative	Preauthorisation Limit***
Plumbing	£44	£113.30	£33	£150
Electrical	£44	£124.30	£33	£150
Locks	£44	£124.30	**	£150
Glazing (Boarding Up)	£44	£124.30	**	£250
Drainage (per team)	£55	£129.80	£55	£150
Internal drainage	£44	£113.30	£33	£150

Terms

*The abortive fee applies only when the applicable issue has not been resolved due to an inability to access either the applicable rental property or the specific area within the rental property where the issue is located.

If the issue cannot be resolved for any other reason, then the usual call out fee will still apply.

**£49.50 subsequent hourly rate subject to a minimum fee of £93.50 for any second attendance.

***Inclusive of labour, VAT, disbursements, and materials. Any works carried out at a cost beyond the pre-authorized amount without express approval of the paying party are at the sole financial risk of AXA.